

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 1

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Monthly Cash Summary

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Joseph Ludwig

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

"SUPPRACT"

13-Feb-12

**TOWN OF ISLIP
MONTHLY CASH SUMMARY
REPORT TO THE SUPERVISOR
DECEMBER 31, 2011**

BANK

BOOK

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	NET ADJUSTMENTS	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
BANK BALANCE			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)			
REPURCHASE AGREE			0.00			0.00			
GENERAL	A	5					39,044,522.10	0.00	39,044,522.10
T. O. V.	B	82					14,236,568.63	0.00	14,236,568.63
JOINT GARBAGE	J	40					46,082.95	0.00	46,082.95
BRENT WTR EXT20	P03	24					510.59	0.00	510.59
SELF INSURANCE	CS01	51					5,915,604.80	0.00	5,915,604.80
WORKERS COMP	CS02	66					5,437,565.28	0.00	5,437,565.28
MAC ARTHUR AIRPORT	CT	25					(1,055,953.97)	0.00	(1,055,953.97)
HWY. #2	DB	53					3,730,022.51	0.00	3,730,022.51
BS/BWTRS AMBLNCE	SA01	76					1,135,565.23	0.00	1,135,565.23
BRENT AMBULANCE	SA02	70					873,509.32	0.00	873,509.32
C. I. AMBULANCE	SA03	71					442,046.27	0.00	442,046.27
ISLIP AMBULANCE	SA04	75					411,766.15	0.00	411,766.15
SAYVILLE AMBLNC	SA05	78					728,718.97	0.00	728,718.97
BAY SHORE FIRE	SF01	16					482,748.78	0.00	482,748.78
FIRE ISL. FIRE	SF02	15					40,628.83	0.00	40,628.83
SEAVIEW FIRE	SF03	14					97,646.26	0.00	97,646.26
ATLANTIQUE FIRE	SF04	13					25,233.33	0.00	25,233.33
OCONEE ST. LIGHT	SL02	L2					5,835.02	0.00	5,835.02
SPEC LIGHTS	SL	19					3,409,119.75	0.00	3,409,119.75
FAIR HARB DOCK	SM	27					101,937.12	0.00	101,937.12
TOTAL PAGE 1			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	75,109,677.92	0.00	75,109,677.92

**TOWN OF ISLIP
MONTHLY CASH SUMMARY
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DECEMBER 31, 2011**

BANK**BOOK**

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	NET ADJUSTMENTS	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
BALANCE FORWARDED FROM PAGE 1			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	75,109,677.92	0.00	75,109,677.92
F H DUNEWOOD	SM01	37					110,571.19	0.00	110,571.19
KISMET STREET IMPROV	SM02	8					338,745.15	0.00	338,745.15
BAY TOWNE	SM03	7					17,527.98	0.00	17,527.98
BAY TOWNE SNOW	SM04	8					21,102.46	0.00	21,102.46
CORNELIUS EST E.C.D	SM05	34					223,207.01	0.00	223,207.01
LONLEYVILLE EROS.	SM06	M6					230,928.38	0.00	230,928.38
F H EROSION	SM07	36					367,132.77	0.00	367,132.77
FEHR WAY	SM08	M8					17,957.86	0.00	17,957.86
B S BUSINESS	SM09	M9					35,536.91	0.00	35,536.91
ATLANT EROSION	SM10	M0					124,407.92	0.00	124,407.92
DUNEWOOD EROS.	SM11	M1					213,572.32	0.00	213,572.32
SEAVIEW EROSION	SM12	M2					462,670.25	0.00	462,670.25
KISMET EROSION	SM13	M3					243,390.04	0.00	243,390.04
LIFEGUARD	SP02	65					224,896.44	0.00	224,896.44
REFUSE/GARBAGE	SR	43					15,213,553.04	0.00	15,213,553.04
TOWN WATER	SW	20					1,912,804.84	0.00	1,912,804.84
BRENT WTR DIST	SW01	54					4,108,086.95	0.00	4,108,086.95
FAIR HARB WTR	SW02	32					209,508.17	0.00	209,508.17
HOLB WTR EXT	SW03	31					11,175.54	0.00	11,175.54
HOLB WTR	SW04	28					88,948.54	0.00	88,948.54
C I WATER	SW05	26					46,863.98	0.00	46,863.98
VIC FARMS WTR	SW06	29					31,388.42	0.00	31,388.42
HAWTHORNE WTR	SW07	22					6,434.74	0.00	6,434.74
CENTRL AVE WTR	SW08	23					0.00	0.00	0.00
BRENT WTR EXT28	SW09	17					1,441.19	0.00	1,441.19
TOTAL THIS PAGE			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	99,371,530.01	0.00	99,371,530.01

**TOWN OF ISLIP
MONTHLY CASH SUMMARY
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DECEMBER 31, 2011**

BANK

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BALANCE FORWARDED FROM PAGE 2			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	99,371,530.01	0.00	99,371,530.01
RONKONKOMA WTR	SW10	21					11,991.38	0.00	11,991.38
POND RD WATER	SW11	88					46,356.74	0.00	46,356.74
NO. B. S. WTR	SW12	89					67,799.54	0.00	67,799.54
NO B.S WTR EXT1	SW13	91					42,944.28	0.00	42,944.28
PINE AIRE WTR	SW14	92					19,325.45	0.00	19,325.45
T O I WTR SUPPLY	SW15	69					229,308.57	0.00	229,308.57
C.I. TECH. WATER	SW16	50					77,011.33	0.00	77,011.33
I. D. A.	YD	Y9					2,146,202.77	0.00	2,146,202.77
FOREIGN TRADE	ZF01	1					712,276.65	0.00	712,276.65
RESOURCE COLLEC	ZR01	4					7,864,628.77	0.00	7,864,628.77
RESOURCE RECOV	ZR02	2					43,533,498.01	0.00	43,533,498.01
RES REC MRRF	ZR03	Z3					46,962.47	0.00	46,962.47
COMM. RECREATION	T01	60					0.00	0.00	0.00
COMM. L.I.M.A.	T02	61					0.00	0.00	0.00
COMM. PHD	T05	62					1,612,718.20	0.00	1,612,718.20
ACCESS PEDEST. SIGNAL	T07	57					72.95	0.00	72.95
COMM. HUM.RES.	T08	58					36,168.86	0.00	36,168.86
COMPTROLLER	T09	59					1,778,901.28	0.00	1,778,901.28
C.B.S.	T34	52					1,100,148.10	0.00	1,100,148.10
GROUP HEALTH	T42	42					0.00	0.00	0.00
UNNUM - TERM	T43						2,040.69	0.00	2,040.69
UNNUM - WHOLE LIFE	T44						748.43	0.00	748.43
GARN & MISC	T45	45					0.00	0.00	0.00
SAVING BONDS	T46	46					1,059.34	0.00	1,059.34
TOTAL THIS PAGE			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	158,701,693.82	0.00	158,701,693.82

"SUPPRACT"

13-Feb-12

**TOWN OF ISLIP
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DECEMBER 31, 2011**

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BALANCE FORWARDED FROM PAGE 3			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	158,701,693.82	0.00	158,701,693.82
RETIREMENT (COMP)	T47	87					0.00	0.00	0.00
RETIREMENT	T48	68					749.57	0.00	749.57
BINGO	T67	49					8,110.00	0.00	8,110.00
FIRE DIST	T74	18					0.00	0.00	0.00
SCHOOL DIST	T80	55					0.00	0.00	0.00
GRANT PROGRAMS	T92	9					0.00	0.00	0.00
TRANSFER COLUMN	CITIBANK						0.00	(200,700,000.00)	(200,700,000.00)
TRANSFER COLUMN	JPMORGAN CHASE						0.00	0.00	0.00
CITIBANK- CONSOL			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	158,710,553.39	(200,700,000.00)	(41,989,446.61)
INVESTMENT C.D.			0.00			0.00	0.00		0.00
TOTAL CONSOLIDATED			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	158,710,553.39	(200,700,000.00)	(41,989,446.61)

**TOWN OF ISLIP
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DECEMBER 31, 2011**

BANK**BOOK**

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	NET ADJUSTMENTS	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
MISCELLANEOUS BANK ACCOUNTS									
C D A BLOCK CITIBANK	CD	10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C D A HOME PROG CITIBANK	CD	90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C D A HOPWA CITIBANK	CD	30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CERT CKS JPMORGAN/CHASE	T35	35	423,940.00	0.00	0.00	423,940.00	423,940.00	0.00	423,940.00
PARKS RESERVE JPMORGAN/CHASE	T88	58	399,890.43	0.00	0.00	399,890.43	399,890.43	0.00	399,890.43
CAPITAL JPMORGAN/CHASE	H	85	21,268,778.41	0.00	1,340,130.00	22,608,908.41	22,608,908.41	0.00	22,608,908.41
CONS. FACILITY CHARGE CAPITAL ONE	CFC	F7	189,032.08	0.00	0.00	189,032.08	189,032.08	0.00	189,032.08
FED FORFEIT PROP CAPITAL ONE	FFP	F6	193,723.42	0.00	0.00	193,723.42	193,723.42	0.00	193,723.42
PASS FAC CHRG CAPITAL ONE	PFC	F5	17,182,757.32	0.00	0.00	17,182,757.32	17,182,757.32	0.00	17,182,757.32
CAPITAL WIRE TRANSFER JPMORGAN/CHASE	T34	80	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE TRANSFER-MMK CITIBANK	T34	12	200,750,816.51	0.00	(50,816.51)	200,700,000.00	46,417.52	200,653,582.48	200,700,000.00
REVENUE TRANSFER-MMK CAPITAL ONE			0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE TRANSFER-MMK JPMORGAN CHASE			0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIRE TRANSFER ACCT CITIBANK	T36	11	8,342.90	0.00	140.00	8,482.90	13,767.30	(5,284.40)	8,482.90
HIDDEN POND PARK CAPITAL ONE	T37	41	10,242.46	0.00	0.00	10,242.46	10,242.46	0.00	10,242.46
NYIT C.I. CAMPUS STATE BANK	T38	30	2,996,803.46	0.00	0.00	2,996,803.46	2,996,803.46	0.00	2,996,803.46
F I BEACH RENOURISH CITIBANK	T39	3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FAA LAND SALE-LIMA HSBC	CT		6,011,994.28	0.00	0.00	6,011,994.28	6,011,994.28	0.00	6,011,994.28
IDA GILLET JPMORGAN/CHASE	T95	95	2,352.31	0.00	0.00	2,352.31	2,352.31	0.00	2,352.31
PAYROLL JPMORGAN/CHASE	T10	87	135,072.32	(135,075.33)	3.01	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS			249,573,745.90	(135,075.33)	1,289,456.50	250,728,127.07	50,079,828.99	200,648,298.08	250,728,127.07

"SUPPRACT"

13-Feb-12

**TOWN OF ISLIP
MONTHLY CASH SUMMARY
REPORT TO THE SUPERVISOR
DECEMBER 31, 2011**

BANK

BOOK

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	NET ADJUSTMENTS	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
CASH BOND AS SECURITIES									
BANK OF NY	T34	30	0.00	0.00		0.00	0.00		0.00
CAPITAL ONE	T34	33	375,000.00	0.00	0.00	375,000.00	375,000.00		375,000.00
S.C. NATIONAL	T34	38	0.00	0.00		0.00	0.00		0.00
BANK OF AMERICA	T34	39	100,000.00	0.00	0.00	100,000.00	100,000.00		100,000.00
JPMORGAN/CHASE	T34	48	75,000.00	0.00		75,000.00	75,000.00		75,000.00
STATE BANK	T34	86	825,000.00	0.00		825,000.00	825,000.00		825,000.00
CITIBANK	T34	96	160,000.00	0.00		160,000.00	160,000.00		160,000.00
NY COMMERCIAL	T34	77	10,000.00	0.00		10,000.00	10,000.00		10,000.00
SUB TOTAL CASH BONDS			1,545,000.00	0.00	0.00	1,545,000.00	1,545,000.00	0.00	1,545,000.00
ADD CITIBANK CONSOL #52			1,100,148.10	0.00	0.00	1,100,148.10	1,100,148.10	0.00	1,100,148.10
ADJ TOTAL CASH BONDS			2,645,148.10	0.00	0.00	2,645,148.10	2,645,148.10	0.00	2,645,148.10
TOTAL CASH ON HAND:									
TOTAL CONSOLIDATED			6,840,135.99	(48,055,386.27)	(774,196.33)	(41,989,446.61)	158,710,553.39	(200,700,000.00)	(41,989,446.61)
MISCELLANEOUS ACCOUNTS			249,573,745.90	(135,075.33)	1,289,456.50	250,728,127.07	50,079,828.99	200,648,298.08	250,728,127.07
CASH BONDS FOR SECURITY			1,545,000.00	0.00	0.00	1,545,000.00	1,545,000.00	0.00	1,545,000.00
TOTAL			257,958,881.89	(48,190,461.60)	515,260.17	210,283,680.46	210,335,382.38	(51,701.92)	210,283,680.46

RESPECTFULLY SUBMITTED:


JOSEPH LUDWIG, COMPTROLLER

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 2

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Appropriation Transfer

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Joseph Ludwig

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

TOWN OF ISLIP Resolution Authorizing Appropriation Transfers

Resolution prepared on February 9, 2012

by

Tyara Green

approved by Commissioner /

Department Head

Carol Walker

and Comptroller

[Signature]

at the Town Board meeting on

(date) _____, on a motion by Councilman _____, seconded by Councilman _____,

it was RESOLVED that the Comptroller is authorized to make the transfer(s) listed below:

FROM <input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>			TO <input checked="" type="checkbox"/> INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>		
Account Title	Account Number	Amount	Account Title	Account Number	Amount
Drug & Alc. Counsl	A.4210.11540	\$ 7,644.50	Drug & Alc. Counsl	A.4215.11560	\$ 7,644.50

TOTAL \$7,644.50

TOTAL \$ 7,644.50

Justification or Reason for Transfer (see attached ☐) To cover payroll expenses.

B. Transfer transferred from A 4310 & General

3/10/12

Upon a vote being taken, the result was _____

DISTRIBUTION

Town Clerk ☒ Comptroller ☐ Department Head ☐

This form is required (effective 1/1/81) for both the processing of appropriation transfers requiring Town Board Resolution and those not requiring Town Board Resolution.

PROCESSING INSTRUCTIONS

1. Fill in "prepared on (date)," "by," Department Head / Commissioner signature.
2. Complete "From" / "To" section.
3. Provide reasonable "justification"; lengthy memorandums are not necessary.
4. Transmit the completed white and yellow copy to the Comptroller's Office.
5. Comptroller's Office will complete the processing and forward to the Supervisor's Office to be placed on the Town Board agenda.

COMPTROLLERS USE ONLY

Journal Entry Number _____

Date _____

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 3

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Authorization for the Comptroller to make any and all budget
adjustments and journal entries in order to properly reflect the 2011
operations for the Town of Islip**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Joseph Ludwig

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution authorizes the Comptroller to make any and all budget adjustments and journal entries in order to properly reflect the 2011 operations for the Town of Islip.

SPECIFY WHERE APPLICABLE:

1. **Entity or individual benefitted by resolution:** Town of Islip
2. **Site or location effected by resolution:** Town wide
3. **Cost:** None
4. **Budget Line:** Various – as needed
5. **Amount and source of outside funding:** 2011 Operating Budget

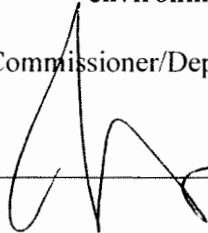
ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

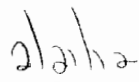
_____ Yes under Section I, Sub. A., Number ___ of Town of Islip 617 Check List, an environmental review is required.

___X___ No under Section II, Sub. ___, Number ___ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.

Date





March 6, 2012

WHEREAS, the Town of Islip's 2011 fiscal year ended on December 31, 2011 and:

WHEREAS, there is activity that occurs subsequent to the calendar year end and is related to the 2011 fiscal year; and

WHEREAS, the recording of this activity in the proper period is essential in order to provide the most accurate financial picture of the Town, and;

WHEREAS, to properly record these transactions, budget adjustments and journal entries may be required to adjust the operating revenue and/or expenditure budgets of the various funds of the Town.

NOW, THEREFORE, on motion of Councilperson _____,
seconded by Councilperson _____, be it

RESOLVED, that the Comptroller is hereby authorized to make all entries, including budget adjustments, that are deemed necessary to reconcile and close the books for the fiscal year ending December 31, 2011.

Upon a vote being taken, the result was:

MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY

No. 4

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALI, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board authorization to secure the premises and clean up the property located at 1345 North Fifth Avenue, Bay Shore

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Brendan McVey

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE. Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To authorize the Town of Islip to order that the work be done to secure a vacant dwelling, cut and remove any dry vegetation, high brush, dead tree trunks, litter & debris at property located at 1345 N. Fifth Ave., Bay Shore, NY 11706.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 1345 N. Fifth Ave., Bay Shore, NY 11706.

2. Site or location effected by resolution:

1345 N. Fifth Ave., Bay Shore, NY 11706.

3. Cost N/A

4. Budget line: N/A

5. Amount and source of outside funding: N/A

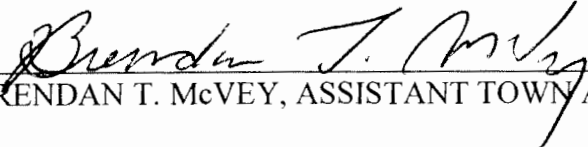
ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A, Number _____ of Town of Islip 617 Check List, an environmental review is required.
_____ No under Section II, Sub. _____ Number _____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Date: February 23, 2012


BRENDAN T. McVEY, ASSISTANT TOWN ATTORNEY

March 6, 2012

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building, and real property situated at 1345 N. Fifth Ave., Bay Shore, NY 11706 to be unsafe, hazardous and a public nuisance the result of being vacant and unsecured, and having dry vegetation, high brush, dead tree trunks, piles of logs, litter and debris on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip the said Building Inspector has caused a Notice directing the removal of the said nuisance to be served upon the owner of the said premises, Ellie Billings & Margaret Metcalf, at 10 South Rd., Central Islip, NY 11722 by Registered Mail, Return Receipt requested on the 23rd day of February, 2012, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the Notice and completion of removal prior to March 6, 2012; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on February 23, 2012, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the Notice and completion of removal prior to March 6, 2012; and

WHEREAS, said Notice specified that in the event the nuisance was not voluntarily removed within the time specified, a Hearing would be held before the Town Board of the Town of Islip on Tuesday, March 6, 2012, at Islip Town Board Room, 655 Main Street, Islip, NY 11751 at 2:00 p.m. to determine whether the removal of the described nuisance should be accomplished by the Town of Islip, and allow any interested person to have an opportunity to present evidence in opposition to the Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing the Town Board has received evidence supporting the Building Inspector's determination that the described premises constitutes a nuisance, that due notice of the nuisance has been posted on the premises and that no action has been taken to remove the described nuisance and that the

Town of Islip should undertake the task of removing the said nuisance; and

WHEREAS, at the time of said Hearing no evidence was adduced to support a contrary determination,

NOW, THEREFORE, on motion of _____,
seconded by _____, be it

RESOLVED, that the Chief Building Inspector be and he hereby is authorized to order that the work be done to secure the building, cut & remove any overgrown grass and vegetation, remove the dead tree trunks and piles of logs and remove all litter and debris from the property by a lowest responsible bidder, and be it

FURTHER RESOLVED, that upon receipt of additional complaints pertaining to the nuisance identified herein, upon verification of the existence or recurrence of the said violation(s), and upon confirmation that the premises are owned by the persons or entities previously notified as described herein, that, without further Town Board approval, the Town of Islip or its duly authorized agent may enter upon the premises to insure that the nuisance is abated and that the property is in compliance with the minimum property maintenance standards of all applicable state and local laws, and be it

FURTHER RESOLVED, that all costs and expenses incurred by the Town in connection with the proceeding to remove the said nuisance shall be annexed as a Special Assessment to the property on which the nuisance is located, which property is designated by Suffolk County Tax Map Parcel Number 0500-315.00-01.00-096.000.

Upon a vote being taken, the result was:

(G:\Board ups\1345 N Fifth Board Up Reso)

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 5

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board authorization to secure the premise and clean up the property located at 5 Monsen Street, Central Islip

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Brendan McVey

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE. Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To authorize the Town of Islip to order that the work be done to secure a vacant dwelling, cut and remove any dry vegetation, dropped tree limbs, litter & debris at property located at 5 Monsen Street, Central Islip, NY 11722.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 5 Monsen St., Central Islip, NY 11722.

2. Site or location effected by resolution:

5 Monsen St., Central Islip, NY 11722.

3. Cost N/A

4. Budget line: N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A, Number _____ of Town of Islip 617 Check List, an environmental review is required.
_____ No under Section II, Sub. _____ Number _____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Date: February 23, 2012


BRENDAN T. McVEY, ASSISTANT TOWN ATTORNEY

March 6, 2012

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building, and real property situated at 5 Monsen St., Central Islip, NY 11722 to be unsafe, hazardous and a public nuisance the result of being vacant and unsecured, and having dry vegetation, dropped tree limbs, litter and debris on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip the said Building Inspector has caused a Notice directing the removal of the said nuisance to be served upon the owner of the said premises, John D. Sheinhartz, at 5 Monsen St., Central Islip, NY 11722, and also upon First Mutual Corp. of New York, at 523 Hollywood Ave., Cherry Hill, NJ 08002, and also upon Citifinancial, at 8333 Ridge Point Dr., Irving, TX 75063, and also upon Citimortgage Inc., at 1000 Technology Drive, O'Fallon, MO 63368-2240, and also upon Citifinancial Mortgage Company, Inc., at 8333 Ridgepointe Dr., Irving, TX 75063, and also upon David A. Gallo, at Sweeney, Gallo, Reich & Bolz, LLP, at 95-25 Queens Boulevard, 11th Floor, Rego Park, NY 11374, and also upon Citifinancial Company (DE), at 156 Ronkonkoma Ave., Lake Ronkonkoma, NY 11779 by Registered Mail, Return Receipt requested on the 23rd day of February, 2012, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the Notice and completion of removal prior to March 6, 2012; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on February 23, 2012, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the Notice and completion of removal prior to March 6, 2012; and

WHEREAS, said Notice specified that in the event the nuisance was not voluntarily removed within the time specified, a Hearing would be held before the Town Board of the Town of Islip on Tuesday, March 6, 2012, at Islip Town Board Room, 655 Main Street, Islip, NY 11751 at 2:00 p.m. to determine whether the removal of the described nuisance should be accomplished by the Town of Islip, and allow any interested

person to have an opportunity to present evidence in opposition to the Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing the Town Board has received evidence supporting the Building Inspector's determination that the described premises constitutes a nuisance, that due notice of the nuisance has been posted on the premises and that no action has been taken to remove the described nuisance and that the Town of Islip should undertake the task of removing the said nuisance; and

WHEREAS, at the time of said Hearing no evidence was adduced to support a contrary determination,

NOW, THEREFORE, on motion of _____, seconded by _____, be it

RESOLVED, that the Chief Building Inspector be and he hereby is authorized to order that the work be done to secure the building, cut & remove any overgrown grass and vegetation, remove the dropped tree limbs and remove all litter and debris from the property by a lowest responsible bidder, and be it

FURTHER RESOLVED, that upon receipt of additional complaints pertaining to the nuisance identified herein, upon verification of the existence or recurrence of the said violation(s), and upon confirmation that the premises are owned by the persons or entities previously notified as described herein, that, without further Town Board approval, the Town of Islip or its duly authorized agent may enter upon the premises to insure that the nuisance is abated and that the property is in compliance with the minimum property maintenance standards of all applicable state and local laws, and be it

FURTHER RESOLVED, that all costs and expenses incurred by the Town in connection with the proceeding to remove the said nuisance shall be annexed as a Special Assessment to the property on which the nuisance is located, which property is designated by Suffolk County Tax Map Parcel Number 0500-098.00-02.00-049.000.

Upon a vote being taken, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 6

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Authorization for the Town Clerk to advertise for a public hearing to
consider amending the Uniform Traffic Code of the Town of Islip**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Peter Kletchka

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF



Town of Islip Resolution Brief

The Supervisor's office is responsible for the selection and preparation of each Town Board Agenda. Items which are not properly prepared and submitted to the Supervisor's office via the electronic processing system will be deemed ineligible for inclusion on the Agenda. Each Department is responsible for the items they enter into the system, and should monitor the progress of submittals to ensure items are processed for the desire Town Board meeting.

Meeting Date: 3/6/12

Sponsoring Department: Public Works

Resolution Type: Agency

Description: The attached resolution lists various traffic control devices recommended by the Traffic Safety Division.

Budget Line: N/A

Budget Line Description: N/A

Fiscal Impact: N/A

Funding Sources: N/A

Agency/Person/Group Benefitting: Residents

Per [Signature]
2/9/12

March 6, 2012

On a motion of Councilperson _____, seconded by
Councilperson _____ be it

RESOLVED, that the Town Clerk be and is hereby authorized to advertise for Public
Hearing to consider amending the Uniform Code of Traffic Ordinances for the Town of Islip as
follows:

**SCHEDULE A
TRAFFIC SIGNAL CONTROLS
ADD**

Location	Description of Signal
Higbie Lane at West Islip Boulevard (WIS)	Semi-vehicle actuated

**SCHEDULE G
STOP AND YIELD INTERSECTIONS
AMEND TO READ
INTERSECTION**

	SIGN	CONTROLLING TRAFFIC
Hamilton Place at North Monroe Avenue (WIS)	Stop	North on Hamilton Place; West on <u>North Monroe Avenue</u>

**SCHEDULE G
STOP AND YIELD INTERSECTIONS
ADD
INTERSECTION**

	SIGN	CONTROLLING TRAFFIC
Dorset Lane at Marilyn Street (EIS)	Stop	North on Dorset Lane

SCHEDULE J
PARKING, STOPPING AND STANDING REGULATIONS
ADD

LOCATION	REGULATION	HOURS/DAYS
Fordham Place/West From 680 feet north of Fordham Place (north terminus) to 200 feet north of Fordham Place (BSR)	No Parking	8:00 a.m. to 4:00 p.m. Monday - Friday
Fordham Place/West From 200 feet north of Fordham Place to Montauk Highway (BSR)	No Parking	
Third Avenue/South From Carleton Avenue east for 50 feet (CIS)	No parking	
Third Avenue/South From 50 feet to 250 feet east of Carleton Avenue (CIS)	No parking	8:00 a.m. to 6:00 p.m. School Days

March 6, 2012

TRAFFIC CODE AMENDMENT SUMMATIONS

LOCATION: HIGBIE LANE AT WEST ISLIP BOULEVARD, WEST ISLIP

REGULATION: Existing traffic signal

REQUESTED BY: Traffic Safety

RECOMMENDATION:

BRIEF JUSTIFICATION: Update Town Code Book

LOCATION: HAMILTON PLACE AT NORTH MONROE AVENUE, WEST ISLIP

REGULATION: Existing stop sign for northbound traffic on Hamilton Place

REQUESTED BY: Resident

RECOMMENDATION: Install a stop sign to control westbound traffic on North Monroe Avenue

BRIEF JUSTIFICATION: Residential Traffic Management

LOCATION: DORSET LANE AT MARILYN STREET, EAST ISLIP

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: Install a stop sign to control northbound traffic on Dorset Lane

BRIEF JUSTIFICATION: Side street stop at uncontrolled intersection

March 6, 2012

TRAFFIC CODE AMENDMENT SUMMATIONS

LOCATION: FORDHAM PLACE, BAY SHORE

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: To restrict parking on west side of Fordham Place from 680 feet north of Fordham Place (north terminus) to 200 north of Fordham Place from 8:00 a.m. to 4:00 p.m. Monday through Friday

BRIEF JUSTIFICATION: To eliminate overflow parking from Southside Hospital

LOCATION: FORDHAM PLACE, BAY SHORE

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: To restrict parking on west side of Fordham Place from 200 feet north of Fordham Place to Montauk Highway

BRIEF JUSTIFICATION: To eliminate overflow parking from Southside Hospital

LOCATION: THIRD AVENUE, CENTRAL ISLIP

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: To restrict parking on the south side of Third Avenue from Carleton Avenue east for 50 feet

BRIEF JUSTIFICATION: To eliminate parking immediately beyond the southeast corner of Third Avenue and Carleton Avenue

March 6, 2012

TRAFFIC CODE AMENDMENT SUMMATIONS

LOCATION: THIRD AVENUE, CENTRAL ISLIP

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: To restrict parking on the south side of Third Avenue from 50 feet east of Carleton Avenue to 250 feet east of Carleton Avenue

BRIEF JUSTIFICATION: To eliminate parking in front of school building during normal school days

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 7

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

R.E: TOWN BOARD DISCUSSION AGENDA

Acceptance of a corner radius dedication

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Dave Genaway

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

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**Town of Islip
Sponsor's Memorandum
for Town Board Resolution**

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

Purpose: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution is for the purpose of accepting a Corner Radius dedications along Mechanicsville Road and the East side of Park Avenue, Bay Shore, New York 11706 in connection with the SCTM#0500-393.00-02.00-118.003

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

Town of Islip
655 Main Street
Islip, NY 11751

2. Site or Location effected by resolution:

Nassau/Suffolk Partnership Housing Development Fund Company, Inc.
Courtland Square
North east corner Park Avenue and Mechanicsville Road
Bay Shore, New York 11706

3. Cost: N/A


4. Budget Line: N/A

5. Amount and source of outside funding: N/A

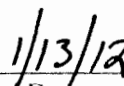
Environmental Impact: Is this action subject to a SEQR environmental review ?

_____ Yes under Section I, Sub.A, Number _____ of the Town of Islip 617 Check List,
an environmental review is required

___X___ No under Section II, Sub. _____, Number _____ of the Town of Islip 617 Check
List, no environmental review is required.



Signature of Commissioner/Department Head Sponsor:



Date:

Town Board Resolution for Right -of -Way and highway purposes

SCTM#0500-393.00-02.00-118.003

January 31, 2012

WHEREAS, the Commissioner, on behalf of the Planning Board, has required that owner of a certain property located at the northeast corner of Park Avenue and Mechanicsville Road, Bay Shore, New York 11706 (SCTM 0500-393.00-02.00-118.003) dedicate a portion of property to be used for highway purposes: and

WHEREAS, the owner of said property, Nassau/Suffolk Partnership Housing Development Fund Company, Inc has submitted to the Town of Islip a deed dated November 21, 2011.

WHEREAS, the Department of Planning has examined the metes and bounds and found it acceptable as to form: and

WHEREAS, the dedication is consistent with the applicable provisions of Town Law Section 274A and

WHEREAS, the Office of the Town Attorney has also found the deed acceptable as to form:

NOW, THEREFORE, on a motion of Councilperson _____ and seconded by Councilperson _____, be it

RESOLVED, that the said deed is hereby accepted and the Town Attorney be and hereby authorized to take the necessary steps in having the deed recorded in the Office of the Suffolk County Clerk.

UPON, a vote being taken, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 8

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to apply for and accept grant funds

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Carol Charchalis Teresa Rizzuto

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

Grants

1. Suffolk County Office of the Aging for the purpose of providing continued funding for the Residential Repair Program
2. Suffolk County Department of Health Services for the Alcoholism and Substance Abuse Services
3. FAA and NYS Airport Improvement Project Grants for Long Island MacArthur Airport and Bayport Aerodrome

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: *All items for Town Board actions must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.*

PURPOSE: *Describe the essence of the attached resolutions and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.* By this resolution, the Town Board authorizes the Supervisor to apply for and enter into a grant agreement with the Suffolk County Office for the Aging for the purpose of providing continued funding for a Residential Repair Program as set forth by Title IIIB of the Older Americans Act to senior citizen residents of the Town of Islip in the amount of \$24,160.00 for the period of January 1, 2012 through December 31, 2012. The Town of Islip has entered into similar grant agreements with SCOFA for the past several years.

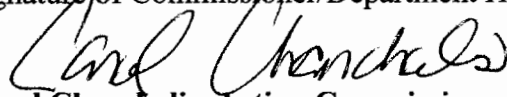
SPECIFY WHERE APPLICABLE:

1. **Entity or individual benefitted by resolution:** Town of Islip senior citizen residents
2. **Site or location effected by resolution:** Town of Islip
3. **Cost:** \$ 20,011.89
4. **Budget Line (s):** A.7621 (partial), A.7622 (partial), A.7624
5. **Budget Line Name(s):** Senior Citizens, Nutritional Program for the Elderly, Residential Repair Program
6. **Amount and Source of outside funding:** \$24,160.00 Suffolk County Office for the Aging
\$ 1,800.00 Participant Donations

ENVIRONMENTAL IMPACT: Is action subject to a SEQRA environmental review?

☐ **Yes** Under Section I, Sub. A, Number _____ of Town of Islip 617 Check List, an environmental review is required

☒ **No** Under Section II, Sub. _____ Number _____ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor:  Carol Charchalis, Acting Commissioner	Date: 2/22/12
--	------------------

March 6, 2012

WHEREAS, the Suffolk County Office for the Aging wishes to provide continued funding for a Residential Repair Program as set forth by the Title IIIB of the Older Americans Act to senior citizen residents of the Town of Islip; and

WHEREAS, the Suffolk County Office for the Aging agrees to reimburse the Town of Islip a total of \$24,160.00 for the period of January 1, 2012 through December 31, 2012; and

WHEREAS, the Town of Islip wishes to apply for grant funding for the purpose of enhancing the lives of its senior citizen residents by allowing them to live independently by providing them with a Residential Repair Program; and

WHEREAS, said funding will be used to absorb the expense of supplies, salaries and fringe expenses, and

NOW, THEREFORE, on motion of Councilperson

seconded by Councilperson

, be it

RESOLVED, that the Supervisor is authorized to apply for and enter into a grant agreement with the Suffolk County Office for the Aging to provide continued funding for a Residential Repair Program as set forth by the Title IIIB of the Older Americans Act for senior citizen residents of the Town of Islip, by agreeing to reimburse the Town of Islip a total of \$24,160.00 for the period of January 1, 2012 through December 31, 2012 for the purpose of enhancing the lives of senior citizen residents by allowing them to live independently; and be it also

RESOLVED, that the Supervisor is hereby authorized to execute a grant application and grant agreement, and any other necessary documentation thereto, seeking funding from Suffolk County Office for the Aging, to fund a Residential Repair Program in the Town of Islip; and be it also;

RESOLVED, that the comptroller is hereby authorized to make the accounting entries necessary to amend the budget in accordance with the terms of the grant

UPON A VOTE BEING TAKEN, the result was:

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: *All items for Town Board actions must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.*

PURPOSE: *Describe the essence of the attached resolutions and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.*

This resolution authorizes the Town Supervisor to enter into Contract Number HSV 001-4310-4980-00-00033, with the Suffolk County Department of Health Services, for the period January 1, 2012 through December 31, 2014. The Town of Islip will receive a total of \$1,018,834.00 from the Suffolk County Department of Health Services and the New York State Office of Alcoholism and Substance Abuse Services for the 2012 Budget Period. Subsequent budget years are defined as the sum of all duly approved Budgets for each Budget Period and shall not exceed the amounts appropriated by the Suffolk County Legislature for each Budget Period during the term of the Contract. These grant dollars partially fund the Town of Islip's two Chemical Dependency Outpatient Programs and the Town's Youth Education and Prevention Program. In addition, the Town is projected to collect a maximum of approximately \$1,000,000.00 in Medicaid, participant and third party fees. Projections are based on past monies realized by the Town of Islip.

The Chemical Dependency Outpatient Programs serves Islip residents affected by substance abuse with counseling and treatment services. The Youth Education and Prevention Program serve Islip residents with drug and alcohol prevention and education services. Funds are being provided for staff salaries, fringe benefits and supplies. This will be the 36th year the Suffolk County Department of Health Services has provided funding for the Town of Islip's Outpatient Chemical Dependency and Prevention Program services.

SPECIFY WHERE APPLICABLE:

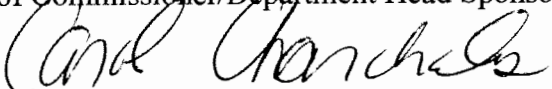
1. **Entity or individual benefitted by resolution:** Town of Islip Department of Human Services
ACCESS/ACCESO Division
2. **Site or location(s) effected by resolution:** 401 Main Street Islip, NY 11751
452 Suffolk Avenue Brentwood, NY 11717
3. **Cost:** \$629,887.00
4. **Budget Line (s):** A.4210, A.4212, A.4215
5. **Budget Line Name (s) :** Division of Drug & Alcohol, Youthful Alcohol Abuse Project, Alcoholism Clinic
6. **Amount and Source of outside funding:** A maximum of \$1,018,834.00 from Suffolk County
Department of Health Services and New York State Office of
Alcoholism and Substance Abuse Services for 2012
Approximately \$1,000,000.00 in Medicaid, participant and third
party fees.

ENVIRONMENTAL IMPACT: Is action subject to a SEQRA environmental review?

☐ **Yes, Under Section I, Sub A, Number _____ of Town of Islip 617 Check list, an environmental review is required.**

☒ **No, Under Section II, Sub _____ Number _____ Of Town of Islip 617 check list, no environmental review is required.**

Signature of Commissioner/Department Head Sponsor:



Carol Charchalis, Acting Commisisoner

Date:



WHEREAS, chemical dependency is an increasingly significant social problem, particularly among young people; and

WHEREAS, the Town of Islip has been approved to receive a maximum of \$1,018,834.00 for the 2012 Budget Period, from the Suffolk County Department of Health Services and the New York State Office of Alcoholism & Substance Abuse Services, to continue its two Chemical Dependency Outpatient Programs and its Youth Education & Prevention Program; and

WHEREAS, the contract period on the previously approved contract was from January 01, 2009 through December 31, 2011; and

WHEREAS, the contract period on the current contract will be from January 1, 2012 through December 31, 2014; and

WHEREAS, the funding to be received from Suffolk County has been determined for the 2012 Budget Period and is to be determined for the 2013 and 2014 Budget Periods; and

Now, therefore, on motion of

seconded by

, be it

RESOLVED, that the Supervisor is authorized to execute Contract Number HSV 001-4310-4980-00-00033, for the contract period January 1, 2012 through December 31, 2014. The Town will receive a maximum of \$1,018,834.00 for the 2012 Budget Period, with subsequent 2013 and 2014 Budget Periods to be determined, from the Suffolk County Department of Health Services and the New York State Office of Alcoholism & Substance Abuse Services, as reimbursement for providing chemical dependency services and prevention and education services to Town residents; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute this contract, and any other necessary documentation attendant thereto, required by the Suffolk County Department of Health Services and the New York State Office of Alcoholism & Substance Abuse Services; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries necessary to amend the budget in accordance with the terms of the grant.

Upon a vote being taken, the result was:

**TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy Implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Authorize the Supervisor to accept FAA-Airport Improvement Project grant funding and accompanying New York State grant funding, including execution of any and all agreements, amendments and modifications.

SPECIFY WHERE APPLICABLE:

1. Entity or Individual benefitted by resolution: **Town of Islip**
2. Site or location effected by resolution: **Long Island MacArthur Airport and Bayport Aerodrome**
3. Cost: **\$0**
4. Budget line: **N/A**
5. Amount and source of outside funding: **TBD**

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes, under Section I, Sub. A. Number _____ Of Town of Islip 617 Check List, an environmental review is required.

 X No, under Section II, Sub. _____. Number _____ Of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner / Department Head Sponsor:


Teresa Rizzuto, Commissioner

Date: 2-16-2012

March 6, 2012

Resolution Authorizing the Town of Islip to accept FAA-Airport Improvement Project Grant Funding for 2012 and Accompanying New York State Grant Funding.

WHEREAS, the Town of Islip owns and operates the Long Island MacArthur Airport and Bayport Aerodrome; and

WHEREAS, these Airports qualify for FAA-Airport Improvements Project Funding along with accompanying New York State Grant Funding, and

WHEREAS, the Town has made application for said funding,

NOW, THEREFORE, on a motion of Councilperson _____ seconded by
Councilperson _____, be it

RESOLVED, that the Supervisor is hereby authorized to accept FAA Airport Improvement Project Grants and accompanying New York State Grant Funding for 2012, including execution of any and all agreements, amendments and modifications; and

FURTHER RESOLVED, that the Comptroller is hereby authorized to make the accounting entries necessary to amend the budget in accordance with the terms of the grants.

Upon a vote taken, the results was

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 9

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Meeting of the Town of Islip Resource Recovery Agency

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Eric Hofmeister

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF



ISLIP RESOURCE RECOVERY AGENCY

March 6, 2012

1. Approval of the Minutes from the February 14, 2012 IRRA Board Meeting.
2. Authorizing the President to enter into a Contract between the Agency and Giove Company, Inc; for the sale of curbside collected paper received through the Town's WRAP Program.
3. Authorizing the President to enter into a Contract between the Agency and Winter Brothers Recycling Corp., for the sale of curbside collected paper and cardboard received through the Town's WRAP Program.
4. Amendment to the Resolution Establishing a Governance Committee Pursuant to the Public Authority Accountability Act, (The Act) Section 18. This Resolution establishes Committee members as outlined below: Anthony S. Senft, Jr.; Steven J. Flotteron, William Mannix
5. Other Business
6. Adjournment





ISLIP RESOURCE RECOVERY AGENCY

February 14, 2012

On a motion of Ms. Bergin-Weichbrodt, seconded by Mr. Senft, and unanimously approved, a Meeting of the Islip Resource Recovery Agency was convened at 2:13 P.M. in the Town Board Room of Islip Town Hall, 655 Main Street, Islip, NY 11751

DIRECTORS PRESENT

Tom Croci, Chairman
Steven J. Flotteron
Trish Bergin-Weichbrodt
Anthony S. Senft, Jr.
John C. Cochrane, Jr.

OFFICERS PRESENT

Eric M. Hofmeister, President
Catherine L. Barberine, Secretary

On a motion of Ms. Bergin-Weichbrodt, seconded by Mr. Cochrane, and unanimously approved; the minutes for the January 31, 2012 meeting were accepted.

On a motion of Mr. Senft, seconded by Ms. Bergin-Weichbrodt, and unanimously approved, the President was authorized to enter into a contract between the Agency and Geo Testing Express, Inc. to provide Laboratory testing for Geosynthetics required to be tested in accordance with NYSDEC Part 360 Requirements for the Lincoln Avenue Landfill Closure/Capping Project.

On a motion of Ms. Bergin-Weichbrodt, seconded by Mr. Flotteron, and unanimously approved; the President was authorized to enter into a contract between the Agency and Universal Testing and Inspection Services, Inc., to provide Field and Laboratory testing for Soils which are required to be tested in accordance with NYSDEC Part 360 Requirements for the Lincoln Avenue Landfill Closure/Capping Project.

There being no further business to come before the Board, the meeting was adjourned on a motion of Mr. Cochrane, seconded by Mr. Senft, and unanimously approved.

Respectfully submitted,

Catherine L. Barberine
Secretary





Town of Islip Resolution Brief

The Town Attorney's office is responsible for the selection and preparation of each Town Board Agenda. Items which are not properly prepared and submitted to the Town Attorney's office via the electronic processing system will be deemed ineligible for inclusion on the Agenda. Each Department is responsible for the items they enter into the system, and should monitor the progress of submittals to ensure items are processed for the desired Town Board meeting.

Meeting Date: 3/06/2012

Sponsoring Department: Islip Resource Recovery Agency

Resolution Type: Agency

Description: Authorizing the Execution of a Contract Agreement between the Agency and Giove Company, Inc.; for the sale of curbside collected paper received through the Town's WRAP Program

Budget Line: ZR02.02189.09

Budget Line Description: Recycling Fees

Fiscal Impact: N/A

Funding Sources: N/A

Agency/Person/Group Benefitting: Islip Resource Recovery Agency

March 6, 2012

AUTHORIZING THE EXECUTION OF A CONTRACT AGREEMENT BETWEEN THE AGENCY AND GIOVE COMPANY, INC., FOR THE SALE OF CURBSIDE COLLECTED PAPER RECEIVED THROUGH THE TOWN'S WRAP PROGRAM

WHEREAS the Town of Islip is a recognized leader in the area of recycling, having won numerous awards for the quality of its program, and;

WHEREAS the Town successfully markets materials collected from Town residents as part of the WRAP (We RECYCLE AMERICA...AND PROUDLY) Recycling Program, and

WHEREAS, Giove Company, Inc., is an established buyer of curbside collected paper; and

WHEREAS, market conditions warrant an increase in pricing and floor levels; and

WHEREAS, it is the recommendation of the Agency for the President to authorize the execution of a contract with Giove Company, Inc., for the sale of curbside collected paper for a period of three years with the option to extend the contract for two, separate one-year extensions at the sole option of the Agency for a base floor price of \$47.50 per ton.

NOW, THEREFORE on a motion of _____, seconded by _____, be it hereby

RESOLVED that the President is hereby authorized to execute a Contract Agreement and any subsequent extensions or amendments between the Agency and Giove Company, Inc., for the sale of curbside collected paper collected from the Town's Recycling Program.

UPON A VOTE being taken, the result was _____.



Town of Islip Resolution Brief

The Town Attorney's office is responsible for the selection and preparation of each Town Board Agenda. Items which are not properly prepared and submitted to the Town Attorney's office via the electronic processing system will be deemed ineligible for inclusion on the Agenda. Each Department is responsible for the items they enter into the system, and should monitor the progress of submittals to ensure items are processed for the desired Town Board meeting.

Meeting Date: 3/06/2012

Sponsoring Department: Islip Resource Recovery Agency

Resolution Type: Agency

Description: Authorizing the Execution of a Contract Agreement between the Agency and Winter Brothers Recycling Corp. for the sale of curbside collected paper and cardboard received through the Town's WRAP Program.

Budget Line: ZR02.02189.09

Budget Line Description: Recycling Fees

Fiscal Impact: N/A

Funding Sources: N/A

Agency/Person/Group Benefitting: Islip Resource Recovery Agency

March 6, 2012

AUTHORIZING THE EXECUTION OF A CONTRACT AGREEMENT BETWEEN THE AGENCY AND WINTER BROTHERS RECYCLING CORP., FOR THE SALE OF CURBSIDE COLLECTED PAPER AND CARDBOARD RECEIVED THROUGH THE TOWN'S WRAP PROGRAM

WHEREAS the Town of Islip is a recognized leader in the area of recycling, having won numerous awards for the quality of its program, and;

WHEREAS the Town successfully markets materials collected from Town residents as part of the WRAP (We RECYCLE AMERICA...AND PROUDLY) Recycling Program, and

WHEREAS, Winter Brothers Recycling Corp., is an established buyer of curbside collected paper and cardboard; and

WHEREAS, market conditions warrant an increase in pricing and floor levels; and

WHEREAS, it is the recommendation of the Agency for the President to authorize the execution of a contract with Winter Brothers Recycling Corp., for the sale of curbside collected paper and cardboard for a period of three years with the option to extend the contract for two, separate one-year extensions at the sole option of the Agency for a base floor price of \$47.50 per ton.

NOW, THEREFORE on a motion of _____, seconded by _____, be it hereby

RESOLVED that the President is hereby authorized to execute a Contract Agreement and any subsequent extensions or amendments between the Agency and Winter Brothers Recycling Corp., for the sale of curbside collected paper and cardboard collected from the Town's Recycling Program.

UPON A VOTE being taken, the result was _____.



Town of Islip Resolution Brief

The Town Attorney's office is responsible for the selection and preparation of each Town Board Agenda. Items which are not properly prepared and submitted to the Town Attorney's office via the electronic processing system will be deemed ineligible for inclusion on the Agenda. Each Department is responsible for the items they enter into the system, and should monitor the progress of submittals to ensure items are processed for the desired Town Board meeting.

Meeting Date: 3/06/2012

Sponsoring Department: Islip Resource Recovery Agency

Resolution Type: Agency

Description: Amendment to the Resolution Establishing a Governance Committee, Pursuant to the Public Authority Accountability Act, (The Act) Section 18. This Resolution establishes Committee members as outlined below:

Anthony S. Senft, Jr.
Steven J. Flotteron
William Mannix

Budget Line: N/A

Budget Line Description: N/A

Fiscal Impact: N/A

Funding Sources: N/A

Agency/Person/Group Benefitting: N/A

March 6, 2012

AMENDMENT TO THE RESOLUTION ESTABLISHING A GOVERNANCE COMMITTEE, PURSUANT TO THE PUBLIC AUTHORITY ACCOUNTABILITY ACT, (THE ACT) SECTION 18. THIS RESOLUTION ESTABLISHES COMMITTEE MEMBERS AS OUTLINED BELOW

WHEREAS, the Public Authority Accountability Act, (the Act) Section 18, requires all Public Authorities, within the State of New York to establish a Governance Committee; and

WHEREAS, the Islip Resource Recovery Agency (the Agency) has been identified as an "Authority", subject to the Act, and;

NOW, THEREFORE, on a motion of _____,
seconded by _____, be it hereby

RESOLVED, that the Agency has created a Governance Committee of the **Town of Islip Resource Recovery Agency** in compliance with Section 18 of the Act, and appoints the following individuals to that committee:

Anthony S. Senft, Jr.
Steven J. Flotteron
William Mannix

UPON A VOTE being taken, the result was _____.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 10

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into various agreements for programs to be held throughout the Town of Islip to be funded by either registration fees or grant funds

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Carol Charchalis

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: *All items for Town Board actions must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.*

PURPOSE: *Describe the essence of the attached resolutions and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.* By this resolution, the Town Board authorizes the Supervisor to enter into a personal service contract with Barbara Donovan to provide a six (6) week poetry and creative writing workshop to senior citizens at the Joyce Fitzpatrick Senior Citizen Center, 50 Irish Lane, East Islip, NY 11730. Contractor will provide one (1), one and a half (1 ½) hour class per week with specific dates to be determined beginning March 12, 2012 through April 23, 2012 and agrees to accept compensation after the completion of the workshop. Contractor agrees to accept \$35.00 per person for Islip Town senior residents and \$42.50 per person for non-resident seniors for a minimum of \$210.00 for six (6) participants and a maximum of \$637.50 for fifteen (15) participants. This service may be cancelled, without penalty, due to inclement weather, insufficient class size at the time of registration, and/or without cause by the Commissioner of the Department of Human Services. Cancellation, under any circumstances, shall be without recourse by the contractor Barbara Donovan against the Town of Islip. The Town of Islip has had previous agreements with Barbara Donovan.

SPECIFY WHERE APPLICABLE:

1. **Entity or individual benefitted by resolution:** Town of Islip Senior Citizens
 2. **Site or location effected by resolution:** Joyce Fitzpatrick Senior Center, 50 Irish Ln., East Islip, NY 11730
 3. **Cost:** No cost to the Town of Islip
 4. **Budget Line:** T-080409
 5. **Budget Line Name(s):** Joyce Fitzpatrick Senior Citizen Center
 6. **Amount and Source of outside funding:** Participant fees, minimum \$210.00, maximum \$637.50
-

ENVIRONMENTAL IMPACT: Is action subject to a SEQRA environmental review?

☐ **Yes** Under Section I, Sub. A, Number _____ of Town of Islip 617 Check list, an environmental review is required.

☒ **No** Under Section II, Sub. _____ Number _____ of Town of Islip 617 check list, no environmental review is required.

Signature of Commissioner/Department Head Sponsor:


Carol Charchalis, Acting Commissioner

Date:

2/15/12

March 6, 2012

WHEREAS, the Town of Islip, Department of Human Services, Division of Senior Citizen Services is interested in providing a poetry and creative writing workshop to its senior citizens at the Joyce Fitzpatrick Senior Citizen Center, 50 Irish Lane, East Islip, NY 11730; and

WHEREAS, an individual is needed to provide this workshop; and

WHEREAS, Barbara Donovan has the background and experience that is necessary to provide this service; and

WHEREAS, Barbara Donovan will provide a six (6) week workshop consisting of one (1), one and a half (1 ½) hour class per week from 10:00 a.m. to 11:30 a.m. with specific dates to be determined for the period March 12, 2012 through April 23, 2012; and

WHEREAS, the workshop may be subject to cancellation if a minimum of six (6) participants at registration is not met, inclement weather, and/or without cause at the discretion of the Commissioner of the Department of Human Services; and

WHEREAS, cancellation, under any circumstances, shall be without recourse by the contractor Barbara Donovan against the Town of Islip, except for fees due and owing for work already performed; and

WHEREAS, Barbara Donovan will be compensated \$35.00 per person for Islip Town senior residents and \$42.50 per person for non-resident seniors, for a minimum payment of \$210.00 for six (6) participants and a maximum payment of \$637.50 for fifteen (15) participants after the completion of the workshop; and

WHEREAS, there is no cost to the Town of Islip inasmuch as registration fees will satisfy compensation.

NOW, THEREFORE, on motion of Councilperson

seconded by Councilperson _____, be it

RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Barbara Donovan to provide a six (6) week poetry and creative writing workshop in consideration for payment pursuant to the terms set forth above to Town of Islip senior citizens and non-resident seniors with specific dates to be determined during the period of March 12, 2012 through April 23, 2012. This workshop is subject to cancellation pursuant to the terms set forth above; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries necessary to amend the budget in accordance with the terms of the contract.

UPON A VOTE BEING TAKEN, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 11

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute a lease agreement with V&R Realty for public parking located between Candee Avenue and Gillette Avenue in Sayville

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Robert L. Cicale

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**TOWN of ISLIP
SPONSOR=S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor=s memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Authorization for the Supervisor to execute a lease agreement with V&R Realty for public parking locate between Candee Avenue and Gillette Avenue in Sayville

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Citizens of the Town of Islip
2. Site or location effected by resolution: Sayville, NY 0500-382-09-002.000
3. Cost \$3,150 per year
4. Budget Line:
5. Amount and source of outside funding:

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A., Number ____ of Town of Islip 617 Check List, an environmental review is required.

_____ No under Section II, Sub. ____, Number ____ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.

ROBERT L. CICALÉ

2/22/12

Date

March 6, 2012

WHEREAS, the Town of Islip is desirous of leasing certain real property located between Candee Avenue and Gillette Avenue in Sayville, New York, which is improved as a parking lot and serves the needs of the public; and

WHEREAS, said parking lot, identified on the Suffolk County Tax Map as # 0500-382.00-09-002.000, is owned by the Vincent and Sonia Cangro Living Trust and the Morandina Living Trust, doing business as V&R Realty ("owner"), with offices at 4 Oakhurst Court, Mount Sinai, New York; and

WHEREAS, said parking lot has been leased by the Town for many decades and the Town is desirous of continuing to maintain the current parking facilities; and

WHEREAS, both parties are desirous of entering into a lease agreement for the subject parking lot.

NOW, THEREFORE, on a motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Supervisor is hereby authorized to execute a lease agreement, and any other documentation deemed necessary to effectuate said lease, with the Vincent and Sonia Cangro Living Trust and the Morandino Living Trust, doing business as V&R Realty, in a form to be approved by the Town Attorney, for a term of two years commencing on January 1, 2012, and expiring on December 31, 2013, for the aforementioned parking lot in Sayville, New York (SCTM #0500-382.00-09-002.000), for the sum of \$3,150 per year.

UPON a vote being taken, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 12

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Meeting of the Town of Islip Industrial Development Agency

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

William Mannix

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

AGENDA
SPECIAL MEETING OF MEMBERS OF THE
TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

MARCH 6, 2012

1. Call the meeting of the Town of Islip Industrial Development Agency to order.
2. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency to approve the minutes from the Special Meeting of the Members of the Town of Islip Industrial Development Agency on February 14, 2012.

A copy of the minutes are annexed hereto.

3. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency to enter into a contract with Building Long Island Magazine for the period of January 1, 2012 through December 31, 2012, to publish a maximum of four (4) economic development newsletters annually in its magazine, and to reprint 4,000 copies for mail distribution by the Agency; plus provide a web ready PDF file to the Agency for inclusion on its website. The compensation for said contract will be set at \$6,715 per newsletter.

A copy of the proposed resolution is annexed hereto.

BACKGROUND:

The Agency creates quarterly newsletters designed to inform and educate Islip companies as well as encourage their relocation and/or expansion within the Town. The Agency now desires to enter into a contract with Building Long Island Magazine to publish a maximum of four (4) economic development newsletters annually.

4. To consider the adoption of a Resolution of the Town of Islip Industrial Development Agency on behalf of Prime Eleven, LLC on behalf of itself and/or the principals of Prime Eleven, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company"), and Wesco Distribution, Inc., on behalf of itself and/or the principals of Wesco Distribution, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively the "Sublessee") to enter into a transaction in which the Agency will assist in (i) the acquisition of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as "Watch Hill Site"), Hauppauge, Town of Islip, New York (the "Land") and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures and related facilities attached to the Land (collectively, the "Improvements"), and the acquisition and installation of certain equipment not part of the Equipment (as defined in the Equipment Lease Agreement between the Agency and Sublessee)(the "Facility Equipment," and together with the Land and Improvements, the "Company Facility").

**Location: Prime Place (Edison Avenue off Motor Parkway) Hauppauge,
Town of Islip, New York**

A copy of the proposed resolution is annexed hereto.

5. To consider the adoption of a Resolution of the Town of Islip Industrial Development Agency on behalf of AG-Metropolitan Sunrise, L.L.C. (the "Company") and The Leonard Vincent Group, Inc. (the "Sublessee"), to authorize the sublease of an approximately 2,000 square foot portion of an approximately 340,000 aggregate square foot three-story building (the "Building") currently known as the Long Island Business and Technology Center located at 3500 Sunrise Highway, Great River, Town of Islip, New York to the Sublessee and (2) authorizing the execution and delivery of a Tenant Agency Compliance Agreement.

**Location: Long Island Business and Technology Center located at 3500 Sunrise
Highway, Great River, Town of Islip, New York**

BACKGROUND:

The Agency is currently leasing the Facility to the Company pursuant to a certain Lease Agreement, dated as of January 1, 2007, amended by an Amendment to Lease Agreement, dated April 20, 2009 (collectively, the "Lease Agreement") by and between the Agency, as lessor, and the Company, as lessee. The Company is now in negotiations to sublease approximately 2,000 square feet of the Facility for a term commencing on February 1, 2012 and expiring on April 30, 2015, with one (1) five (5) year renewal option to Sublessee for use by Sublessee for general, executive and laboratory purposes, initially housing approximately six (6) employees.

A copy of the proposed resolution is annexed hereto.

6. To consider the adoption of a resolution approving the appointment of the Town of Islip Town Attorney's Office as Agency Counsel to the Town of Islip Industrial Development Agency.
7. To consider any other business that may come before the Agency.

MEETING MINUTES

SPECIAL MEETING OF MEMBERS OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

FEBRUARY 14, 2012

1. The Special Meeting of the Town of Islip Industrial Development Agency was called to order on a motion by Member Bergin Weichbrodt and seconded by Member Senft. All Members of the Agency were present.
2. The Minutes from the Special Meeting of the Town of Islip Industrial Development Agency on January 17, 2012 were approved unanimously after a motion by Member Senft and seconded by Member Cochrane.

Motions were presented to approve and adopt the following resolutions on the February 14, 2012 IDA Agenda: The resolutions were as follows:

3. An Authorizing Resolution of the Town of Islip Industrial Development Agency on behalf of Andreassi Associates, LLC (the "Company") and Suffolk Hostels, Inc. (the "Sublessee") requesting that the Agency join the Company in executing and delivering to Valley National Bank (the "New Lender"), a mortgage and security agreement in an amount presently estimated to be approximately \$2,400,000 (the "2012 Mortgage"), and an assignment of leases and rents (the "2012 Assignment of Leases and Rents") and such other loan documents as necessary to effect the refinancing, satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably requested by the New Lender, the 2012 Mortgage, the 2012 Assignment of Leases and Rents and such other approved documents are (collectively the "2012 Loan Documents"). On a motion by Member Flotteron and seconded by Member Cochrane, said resolution was approved unanimously. Said resolution is annexed hereto and made a part hereof.
4. An Authorizing Resolution of the Town of Islip Industrial Development Agency on behalf of 121 Wilshire Blvd LLC, on behalf of itself and or the principals of 121 Wilshire Blvd LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the "Company") and American Tire Distributors, Inc., on behalf of itself and/or the principals of American Tire Distributors, Inc. and/or an entity to be formed on behalf of any of the foregoing (collectively, the "Sublessee") in connection with the acquisition of an approximately 7.54 acre parcel of land located at 121 Wilshire Boulevard, Edgewood, Town of Islip, Suffolk County, New York (the "Land"), and the construction and equipping thereon of an approximately 131,547 square foot building together with improvements, structures and other related facilities attached to the Land (collectively, the "Improvements"), and the acquisition and installation of certain equipment not part of the Equipment as defined in the Equipment Lease Agreement dated as of February 1, 2012 (the "Equipment Lease Agreement") between the Agency and the Sublessee (the "Facility Equipment"); and, together with the Land and the Improvements, the "Facility") to, and used by the Sublessee in its business of wholesale distribution of tires and related products. On a motion by Member Bergin Weichbrodt and seconded by

Member Senft, said resolution was approved unanimously. Said resolution is annexed hereto and made a part hereof.

5. An Authorizing Resolution of the Town of Islip Industrial Development Agency on behalf of 2215 Union Blvd. Corp. (the "Company") in connection with the acquisition of an approximately 4.52 acre parcel of land located at 2215 Union Boulevard, Bay Shore, New York (the "Land"), and the renovation of an approximately 76,375 square foot building located on the Land and the equipping thereof (collectively, the "Improvements and Equipment;" and together with the Land, the "Facility") all to be leased by the Agency to the Company for subsequent sublease by the Company to Trojan Metal Fabrication Inc. d/b/a Trojan Powder Coating Co., Inc. (the "Sublessee") to be used by the Sublessee as a metal finishing facility that provides powder coating on other manufacturer's products. On a motion by Member Flotteron and seconded by Member Cochrane, said resolution was approved unanimously. Said resolution is annexed hereto and made a part hereof.
6. The February 14, 2012 meeting of the IDA Board was adjourned on a motion by Member Senft and seconded by Member Cochrane.

March 6, 2012

Whereas, the Town of Islip Industrial Development Agency (the Agency) is duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as amended:

Whereas, the purpose of the Agency is to promote and encourage economic development within the Town of Islip and,

Whereas, the Agency creates quarterly newsletters that are intended to inform and educate Islip companies as well as encourage their relocation and /or expansion within the Town; and

Whereas, the Agency wishes to distribute these newsletters in certain issues of Building Long Island Magazine; and,

Whereas, the Agency is desirous of contracting the responsibility of publishing these newsletters as well as printing additional copies for distribution to Building Long Island Magazine; now therefore on a motion of Councilman

Seconded by Councilman _____, be it

Resolved, that the Chairman, or his designee, is authorized to enter into a contract with Building Long Island Magazine for the period of Jan. 1, 2012 to Dec. 31, 2012 to publish a maximum of four (4) economic development newsletters annually in its magazine; and to reprint 4,000 copies for mail distribution by the Agency; plus provide a web ready PDF file to the Agency for inclusion on its website, and be it further

Resolved, the compensation for said contract will be set at \$6,715 per newsletter.

Upon a vote being taken, the result was:

BUILDING LONG ISLAND

The people, projects and policies shaping Long Island real estate

Date: February 21, 2012

up to 4 pages 2/21/12
This will confirm our reservation for 4, three-page newsletters in *Building Long Island* magazine. We have selected the Premiere Newsletter Package, which includes 4,000 reprints of each newsletter, folded and tab sealed, as well as a web ready pdf file of each newsletter:

A) Premiere Newsletter Package: \$6,715 net per newsletter (rate protected) **Accepted:** _____
A four-page, four color reprint of our newsletter —
4,000 reprints plus Web ready PDF file.

B) Options:

1. Additional 100 copies of the magazine which must be ordered prior to initial publication date \$350 per 100 **Add:** _____
3. Custom cover: Using *Building LI* cover photo as background with our company name included on cover with supplied inset headshot photo of our firm principals. *Building LI* photographer, if required, is extra. \$300. **Add:** Included at no charge

C) Production, Shipping and Handling

Add: Included

Total: \$6,715 net per newsletter

Terms and Conditions: A 50% deposit is required with this reservation. Balance is due prior to publishing and delivery of reprints. Make checks payable to: *DKH Communications* and remit, along with a copy of this signed order form.

Company Town of Islip
Economic Development Division

Contact/Title Bill Mannix
Director, Economic Development

Signature _____

Telephone/Fax 631.224.5512/631.224.5532

Address 40 Nassau Avenue

Email: ecodev@townofislip-ny.gov

City Islip **State** NY **Zip Code** 11751

Accepted for Building Long Island: _____

Deborah K. Herman, Publisher

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING PRIME ELEVEN, LLC, A NEW YORK LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF PRIME ELEVEN, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND WESCO DISTRIBUTION, INC., A DELAWARE BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF WESCO DISTRIBUTION, INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, UPGRADING AND EQUIPPING THE FACILITY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY.

WHEREAS, Prime Eleven, LLC, a New York limited liability company, on behalf of itself and/or the principals of Prime Eleven, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), and Wesco Distribution, Inc., a Delaware business corporation duly authorized to transact business in the State of New York on behalf of itself and/or the principals of Wesco Distribution, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), have applied to the Town of Islip Industrial Development Agency (the “**Agency**”) to enter into a transaction in which the Agency will assist in (i) the acquisition of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as “Watch Hill Site”), Hauppauge, Town of Islip, Suffolk County, New York, further identified as a portion of Tax Map No. 0500-038.00-02.00-020.8 (the “**Land**”), and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures, and related facilities attached to the Land (collectively, the “**Improvements**”), and the acquisition and installation of certain equipment not part of the Equipment (as defined in Exhibit A to the Equipment Lease Agreement, to be dated a date to be determined, between the Agency and the Sublessee (the “**Facility Equipment**”, and, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is to be leased by the Agency to the Company and subleased by the Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment is to be leased by the Agency to, and used by, the Sublessee for the distribution of electrical supplies to electrical and general contractors in the New York Metro area (the Company Facility and the Equipment collectively referred to herein as the “**Facility**”), including the following as they relate to the appointment of the Company and the Sublessee as agents of the Agency pursuant to Section 5 hereof with respect to the acquisition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases,

rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, the Agency will acquire title to the Facility and will lease the Company Facility to the Company and the Equipment to the Sublessee, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “**Act**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee, consistent with the policies of the Agency, in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes and abatement of real property taxes, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, prior to the closing of the transaction described herein, a public hearing (the “**Hearing**”) will be held so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of the transaction described herein, and such notice (together with proof of publication) will be substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the Company and the Sublessee and to representations by the Company and the Sublessee that the proposed transfer of real estate is either an inducement to the Sublessee to maintain and expand the Facility in the Town of Islip or is necessary to maintain the competitive position of the Sublessee in its industry; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the “**SEQR Act**” or “**SEQRA**”), the Agency constitutes a “State Agency”; and

WHEREAS, the Facility was reviewed under SEQR in the context of a larger redevelopment area, and the Agency, following coordinated review, adopted a negative declaration for the larger redevelopment on October 8, 2005.

NOW, THEREFORE, BE IT RESOLVED by the Town of Islip Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. The Agency has reviewed the materials provided by the Company and determined that the Facility is part of a project previously reviewed by the Agency, which project included a coordinated review and for which project the Agency previously issued a negative declaration on October 8, 2005, and therefore, no further SEQR is required.

Section 2. The acquisition, construction and equipping of the Facility by the Agency, the leasing of the Company Facility to the Company, the leasing of the Equipment to the Sublessee and the provision of financial assistance to the Company and the Sublessee pursuant to the Act, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of Town of Islip and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act, and the same is, therefore, approved.

Section 3. The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and among the Agency, the Company and the Sublessee setting forth the undertakings of the Agency, the Company and the Sublessee with respect to the development of the Facility (the “**Agreement**”) is hereby approved. The Executive Director of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Executive Director shall approve. The execution thereof by the Executive Director shall constitute conclusive evidence of such approval.

Section 4. Subject to the conditions set forth in Section 4.02 of the Agreement, the Agency shall (i) acquire, construct and equip the Facility, (ii) lease (with an obligation to purchase) or sell the Company Facility to the Company, and (iii) lease (with an obligation to purchase) or sell the Equipment to the Sublessee.

Section 5. The Company and the Sublessee are hereby appointed the true and lawful agents of the Agency to acquire, construct and equip the Facility on behalf of the Agency, with the authority to delegate their respective status as agents of the Agency to the Company's or Sublessee's agents, subagents, contractors, subcontractors, suppliers, vendors and other such parties as the Company or the Sublessee may choose. The terms and conditions for the appointment of the Company and the Sublessee as agents of the Agency for the purposes described in this Section 5 are set forth in the form of the attached letters addressed to the Company and the Sublessee, marked as Exhibit C-1 and Exhibit C-2, respectively, to this resolution, which is incorporated herein by reference. The appointment described above includes the following activities as they relate to the acquisition, construction and equipping of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection

with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under the Facility. This agency appointment expressly excludes any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. This agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as would the Agency if acting on its own behalf. The aforesaid appointment of the Company and the Sublessee as agents of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (A) the completion of such acquisition, construction and equipping of the Facility, or (B) such date as the Agency designates; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company and/or the Sublessee, if such activities and improvements are not completed by such time. The aforesaid appointment of the Company and the Sublessee is subject to the Agency conducting a public hearing following public notice thereof as required by the Act and the adoption by the Agency of a ratification resolution after such public hearing has been held and minutes thereof have been made available to the members of the Agency to aid in their deliberations.

Section 6. Counsel to the Agency is authorized and directed to work with Transaction Counsel (Nixon Peabody LLP) to prepare, for submission to the Agency, all documents necessary to effect the transfer of the real estate described in the foregoing resolution.

Section 7. The Chairman, Executive Director, Counsel to the Agency and all members of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8. This resolution shall take effect immediately.

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Town of Islip Industrial
Development Agency (the “**Agency**”) with the original thereof on file in the office of the
Agency, and the same is a true and correct copy of such resolution and of the proceedings of the
Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session
on March 6, 2012, at __:00 __.m., local time, at Islip Town Hall, 655 Main Street, Islip, New
York, at which meeting the following members were:

Present:

Absent:

Also Present:

The question of the adoption of the foregoing resolution was duly put to vote on roll call,
which resulted as follows:

Voting Aye

Voting Nay

and, therefore, the resolution was declared duly adopted.

The Agreement and the Application are in substantially the form presented to and
approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), (ii) said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of March 6, 2012.

Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Title 1 of Article 18-A of the New York State General Municipal Law will be held by the Town of Islip Industrial Development Agency (the “**Agency**”) on _____, 2012, at _____m., local time, at the Town of Islip Town Hall, Town Board Room, 655 Main Street, Islip, New York in connection with the following matters:

Prime Eleven, LLC, a New York limited liability company, on behalf of itself and/or the principals of Prime Eleven, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), and Wesco Distribution, Inc., a Delaware business corporation duly authorized to transact business in the State of New York on behalf of itself and/or the principals of Wesco Distribution, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), have requested that the Agency assist in (i) the acquisition of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as “Watch Hill Site”), Hauppauge, Town of Islip, Suffolk County, New York, further identified as a portion of Tax Map No. 0500-038.00-02.00-020.8 (the “**Land**”), and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures, and related facilities attached to the Land (collectively, the “**Improvements**”), and the acquisition and installation of certain equipment not part of the Equipment (as defined in Exhibit A to the Equipment Lease Agreement, to be dated a date to be determined, between the Agency and the Sublessee (the “**Facility Equipment**”, and, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is to be leased by the Agency to the Company and subleased by the Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment is to be leased by the Agency to, and used by, the Sublessee for the distribution of electrical supplies to electrical and general contractors in the New York Metro area (the Company Facility and the Equipment collectively referred to herein as the “**Facility**”). The Company Facility will be initially owned, operated and/or managed by the Company, and the Equipment will be initially owned, operated and/or managed by the Sublessee.

The Agency will acquire title to the Facility and lease the Company Facility to the Company and lease the Equipment to the Sublessee, and the Company will sublease the Company Facility to the Sublessee. At the end of the lease term, the Company will purchase the Company Facility from the Agency and the Sublessee will purchase the Equipment from the Agency. The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes and abatement of real property taxes, consistent with the policies of the Agency.

A representative of the Agency will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company and the Sublessee or the location or nature of the Facility. At the hearing, all persons will have the opportunity to review the application for financial assistance filed by the Company and the Sublessee with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: _____, 2012

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: William G. Mannix
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
_____, 2012

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(Prime Eleven, LLC/Wesco Distribution, Inc. 2012 Facility)

1. William G. Mannix, Executive Director of the Town of Islip Industrial Development Agency (the “**Agency**”) called the hearing to order.

2. William G. Mannix then appointed _____ the hearing officer of the Agency, to record the minutes of the hearing.

3. The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

Prime Eleven, LLC, a New York limited liability company, on behalf of itself and/or the principals of Prime Eleven, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), and Wesco Distribution, Inc., a Delaware business corporation duly authorized to transact business in the State of New York on behalf of itself and/or the principals of Wesco Distribution, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), have requested that the Agency assist in (i) the acquisition of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as “Watch Hill Site”), Hauppauge, Town of Islip, Suffolk County, New York, further identified as a portion of Tax Map No. 0500-038.00-02.00-020.8 (the “**Land**”), and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures, and related facilities attached to the Land (collectively, the “**Improvements**”), and the acquisition and installation of certain equipment not part of the Equipment (as defined in Exhibit A to the Equipment Lease Agreement, to be dated a date to be determined, between the Agency and the Sublessee (the “**Facility Equipment**”, and, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is to be leased by the Agency to the Company and subleased by the Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment is to be leased by the Agency to, and used by, the Sublessee for the distribution of electrical supplies to electrical and general contractors in the New York Metro area (the Company Facility and the Equipment collectively referred to herein as the “**Facility**”). The Company Facility will be initially owned, operated and/or

managed by the Company, and the Equipment will be initially owned, operated and/or managed by the Sublessee.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes and abatement of real property taxes, consistent with the policies of the Agency.

4. The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

5. The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at _____.

Secretary

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by
the Town of Islip Industrial Development Agency (the “**Agency**”) on _____, 2012,
at _____.m., local time, at the Town of Islip Town Hall, Town Board Room, 655 Main
Street, Islip, New York, with the original thereof on file in the office of the Agency, and that
the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of the _____ day of
_____, 2012.

Secretary

EXHIBIT C-1

(To be copied on Agency letterhead and delivered to the Company when appropriate.)

_____, 2012

Gary P. Krupnick
Managing Member
Prime Eleven, LLC
687 Old Willets Path
Hauppauge, New York 11788

RE: Town of Islip Industrial Development Agency
(Prime Eleven, LLC/Wesco Distribution, Inc. 2012 Facility)

Dear Mr. Krupnick:

Pursuant to a resolution duly adopted on March 6, 2012, the Town of Islip Industrial Development Agency (the “**Agency**”) appointed Prime Eleven, LLC, a New York limited liability company, on behalf of itself and/or the principals of Prime Eleven, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), the true and lawful agent of the Agency in connection with the Agency’s assistance in (i) the acquisition of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as “Watch Hill Site”), Hauppauge, Town of Islip, Suffolk County, New York, further identified as a portion of Tax Map No. 0500-038.00-02.00-020.8 (the “**Land**”), and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures, and related facilities attached to the Land (collectively, the “**Improvements**”), and the acquisition and installation of certain equipment not part of the Equipment (as defined in Exhibit A to the Equipment Lease Agreement, to be dated a date to be determined, between the Agency and the Sublessee (the “**Facility Equipment**”, and, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is to be leased by the Agency to the Company and subleased by the Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment is to be leased by the Agency to, and used by, the Sublessee for the distribution of electrical supplies to electrical and general contractors in the New York Metro area (the Company Facility and the Equipment collectively referred to herein as the “**Facility**”).

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Facility, and the following activities as they relate to any construction, erection and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools,

Gary P. Krupnick
_____, 2012
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machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility.

The agency appointment includes the power to delegate such agency appointment, in whole or in part, to agents, subagents, contractors, subcontractors, materialmen, suppliers and vendors of the Company and to such other parties as the Company chooses so long as they are engaged, directly or indirectly, in the activities hereinbefore described.

This agency appointment expressly excludes any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets.

In exercising this agency appointment, the Company, its agents, subagents, contractors and subcontractors should give the supplier or vendor a copy of this letter to show that the Company, its agents, subagents, contractors and subcontractors are each acting as agent for the Agency. The supplier or vendor should identify the Facility on each bill or invoice and indicate thereon that the Company, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchase. **You and each of your agents, subagents, contractors and/or subcontractors claiming a sales tax exemption in connection with the Facility must execute a copy of the Contract in Lieu of Exemption Certificate attached hereto, and must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each Contract in Lieu of Exemption Certificate and completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of each of your agents, subagents, contractors or subcontractors. Any agent, subagent, contractor or subcontractor of the Company which delivers a completed Form ST-60 to the Agency will be deemed to be the agent, subagent, contractor or subcontractor of the Agency for purposes of acquiring, constructing and equipping the Facility. Failure to comply with these requirements may result in loss of sales tax exemptions for the Facility.**

The aforesaid appointment of the Company as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) December 31, 2012, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

You should be aware that the New York State General Municipal Law requires you to file an Annual Statement with the New York State Department of Taxation and Finance

Gary P. Krupnick
_____, 2012
Page 3

regarding the value of sales tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the authority we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as an agent.

If, for some reason, this transaction never closes, you will be liable for payment of the sales tax, if applicable and you are not otherwise exempt, on all materials purchased.

Gary P. Krupnick
_____, 2012
Page 4

Please sign and return a copy of this letter for our files.

Very truly yours,

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: William G. Mannix
Title: Executive Director

ACCEPTED & AGREED:

PRIME ELEVEN, LLC

By: _____
Name: Gary P. Krupnick
Title: Managing Member

TO: All Contractors, Subcontractors,
Suppliers and Vendors, etc. of
Prime Eleven, LLC

Attached please find a "Contract in Lieu of Exemption Certificate" (the "Contract") which will serve as documentation for not charging Prime Eleven, LLC (the "Company") for sales or use tax in connection with any purchase, lease, rental and other use of materials, equipment, goods, services or supplies at the facility owned by the Town of Islip Industrial Development Agency (the "Agency") and described in Addendum A to the aforesaid Contract (the "Facility").

Also attached is a letter signed by the Agency appointing the Company as its agent for the purpose of acquiring, constructing and equipping the Facility. This letter authorizes the Company to delegate its authority as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company authorizes.

In accordance with the authority granted to the Company by the Agency, you are hereby appointed as agent of the Agency for the purpose of making purchases or leases of materials, equipment, goods, services and supplies to the Facility. **Your appointment as agent of the Agency is contingent upon your completing the attached Form ST-60 and returning it to the Company and the Form ST-60 then being filed by the Agency with the New York State Department of Taxation and Finance.**

Very truly yours,

PRIME ELEVEN, LLC

By: _____

Name: Gary P. Krupnick

Title: Managing Member

xc: Town of Islip Industrial Development Agency

CONTRACT IN LIEU OF EXEMPTION CERTIFICATE

This Contract is entered into by and between Prime Eleven, LLC (the "Company"), as agent for and on behalf of the Town of Islip Industrial Development Agency, a public benefit corporation and a governmental agency of the State of New York, hereinafter called the "Agency" or the "Owner" of the facility described in Addendum A hereto (the "Facility"), and the contractor or the subcontractor more particularly described on page 2 hereof (hereinafter, the "Contractor").

Pursuant to the authority granted to the Company, as agent of the Agency, the Contractor is hereby appointed agent of said Agency for purposes of completing, executing or otherwise carrying out the obligations imposed under this Contract.

The Contractor acknowledges that the Agency holds title to and owns the Facility and that said Agency is a public benefit corporation and governmental entity of the State of New York. By reason of such status, the Owner and its agents acting on its behalf are exempt from payment of all New York State and local sales and use taxes on the purchase or lease of all materials, equipment, goods, services and supplies incorporated into and made an integral component part of any structure, building or real property which becomes the property of the Owner, and all equipment, machinery and other tangible personal property (including installation costs with respect thereto) which becomes the property of the Owner. In addition, the Owner and its agents acting on its behalf are exempt from all sales and use taxes arising out of or connected with the following, as they relate to performance under this Contract: (i) purchases, leases, rentals and other uses of tools, machinery and equipment, and (ii) purchases, leases, rentals, uses or consumption of supplies, goods, materials and services of every kind and description; provided however, that exemption from sales and use taxes with respect to clauses (i) and (ii) above shall apply only if the Contractor is then acting as agent for the Owner under the terms of this Contract.

Pursuant to these exemptions from sales and use taxes, the Contractor shall not include such taxes in its contract price, bid or reimbursable costs, as the case may be. If the Contractor does not comply with the requirements for sales and use tax exemptions, as described above, then it shall be responsible for and pay any and all applicable New York State sales and use taxes, and no portion thereof shall be charged or billed to the Owner or to the Company directly or indirectly, the intent of this Contract being that neither the Owner nor the Company shall be liable for any of the sales or use taxes described above. This Contract may be accepted by the Contractor in lieu of an exemption certificate and the Contractor shall retain a copy hereof to substantiate the sales and use tax exemption.

The aforesaid appointment of the Company, as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) December 31, 2012, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further

provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The Owner shall have the right to assign this Contract to the Company by written notice to the Contractor and without written consent of the Contractor, in which case the Owner shall be relieved of all obligations hereunder. In the event of such assignment, all applicable sales and use taxes shall be added to the purchase price and paid to the Contractor pursuant to a change order. All of the above provisions with respect to exemptions for New York State and local sales and use taxes shall apply to all subcontractors and other parties in privity of contract with the Company, the Owner or the Contractor pursuant to the terms of this Contract.

OWNER:

Insert name of Contractor or
Subcontractor

PRIME ELEVEN, LLC
as Agent for and on behalf of
the Town of Islip Industrial Development
Agency

By: _____
Name: _____
Title: _____

By: _____
Name: Gary P. Krupnick
Title: Managing Member

DATE: _____

DATE: _____

Address of Contractor or
Subcontractor

xc: Town of Islip Industrial Development Agency

ADDENDUM A

DESCRIPTION OF THE FACILITY

The “Facility” shall consist of (i) the acquisition of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as “Watch Hill Site”), Hauppauge, Town of Islip, Suffolk County, New York, further identified as a portion of Tax Map No. 0500-038.00-02.00-020.8 (the “Land”), and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures, and related facilities attached to the Land (collectively, the “Improvements”), and the acquisition and installation of certain equipment not part of the Equipment (as defined in Exhibit A to the Equipment Lease Agreement, to be dated a date to be determined, between the Agency and the Sublessee (the “Facility Equipment”, and, together with the Land and Improvements, the “Company Facility”), which Company Facility is to be leased by the Agency to the Company and subleased by the Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment is to be leased by the Agency to, and used by, the Sublessee for the distribution of electrical supplies to electrical and general contractors in the New York Metro area.

EXHIBIT C-2

(To be copied on Agency letterhead and delivered to the Sublessee when appropriate.)

_____, 2012

Diane Lazzaris
Wesco Distribution, Inc.
225 West Station Square Drive
Pittsburgh, PA 15219

RE: Town of Islip Industrial Development Agency
(Prime Eleven, LLC/Wesco Distribution, Inc. 2012 Facility)

Dear Ms. Lazzaris:

Pursuant to a resolution duly adopted on March 6, 2012, the Town of Islip Industrial Development Agency (the “**Agency**”) appointed Wesco Distribution, Inc., a Delaware business corporation, duly authorized to transact business in the State of New York, on behalf of itself and/or the principals of Wesco Distribution, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), the true and lawful agent of the Agency in connection with the Agency’s assistance in the the “**Facility**” shall consist of (i) the acquisition of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as “Watch Hill Site”), Hauppauge, Town of Islip, Suffolk County, New York, further identified as a portion of Tax Map No. 0500-038.00-02.00-020.8 (the “**Land**”), and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures, and related facilities attached to the Land (collectively, the “**Improvements**”), and the acquisition and installation of certain equipment not part of the Equipment (as defined in Exhibit A to the Equipment Lease Agreement, to be dated a date to be determined, between the Agency and the Sublessee (the “**Facility Equipment**”, and, together with the Land and Improvements, the “**Company Facility**”), which Company Facility is to be leased by the Agency to the Company and subleased by the Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment is to be leased by the Agency to, and used by, the Sublessee for the distribution of electrical supplies to electrical and general contractors in the New York Metro area (the Company Facility and the Equipment collectively referred to herein as the “**Facility**”).

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Facility, and the following activities as they relate to any construction, erection and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility.

The agency appointment includes the power to delegate such agency appointment, in whole or in part, to agents, subagents, contractors, subcontractors, materialmen, suppliers and vendors of the Sublessee and to such other parties as the Sublessee chooses so long as they are engaged, directly or indirectly, in the activities hereinbefore described.

This agency appointment expressly excludes any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets.

In exercising this agency appointment, the Sublessee, its agents, subagents, contractors and subcontractors should give the supplier or vendor a copy of this letter to show that the Sublessee, its agents, subagents, contractors and subcontractors are each acting as agent for the Agency. The supplier or vendor should identify the Facility on each bill or invoice and indicate thereon that the Sublessee, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchase. **You and each of your agents, subagents, contractors and/or subcontractors claiming a sales tax exemption in connection with the Facility must execute a copy of the Contract in Lieu of Exemption Certificate attached hereto, and must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each Contract in Lieu of Exemption Certificate and completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of each of your agents, subagents, contractors or subcontractors. Any agent, subagent, contractor or subcontractor of the Sublessee which delivers a completed Form ST-60 to the Agency will be deemed to be the agent, subagent, contractor or subcontractor of the Agency for purposes of acquiring, constructing and equipping the Facility. Failure to comply with these requirements may result in loss of sales tax exemptions for the Facility.**

The aforesaid appointment of the Sublessee as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) December 31, 2012, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the the Sublessee if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

You should be aware that the New York State General Municipal Law requires you to file an Annual Statement with the New York State Department of Taxation and Finance regarding the value of sales tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the authority we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as an agent.

If, for some reason, this transaction never closes, you will be liable for payment of the sales tax, if applicable and you are not otherwise exempt, on all materials purchased.

Please sign and return a copy of this letter for our files.

Very truly yours,

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Name: William G. Mannix

Title: Executive Director

ACCEPTED & AGREED:

WESCO DISTRIBUTION, INC.

By: _____

Name: Diane Lazzaris

Title:

TO: All Contractors, Subcontractors,
Suppliers and Vendors, etc. of
Wesco Distribution, Inc.

Attached please find a "Contract in Lieu of Exemption Certificate" (the "Contract") which will serve as documentation for not charging Westco Distribution, Inc. (the "Sublessee") for sales or use tax in connection with any purchase, lease, rental and other use of materials, equipment, goods, services or supplies at the facility owned by the Town of Islip Industrial Development Agency (the "Agency") and described in Addendum A to the aforesaid Contract (the "Facility").

Also attached is a letter signed by the Agency appointing the Sublessee as its agent for the purpose of acquiring, constructing and equipping the Facility. This letter authorizes the Sublessee to delegate its authority as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Sublessee authorizes.

In accordance with the authority granted to the Sublessee by the Agency, you are hereby appointed as agent of the Agency for the purpose of making purchases or leases of materials, equipment, goods, services and supplies to the Facility. **Your appointment as agent of the Agency is contingent upon your completing the attached Form ST-60 and returning it to the Sublessee and the Form ST-60 then being filed by the Agency with the New York State Department of Taxation and Finance.**

Very truly yours,

WESTCO DISTRIBUTION, INC.

By: _____

Name: Diane Lazzaris

Title:

xc: Town of Islip Industrial Development Agency

CONTRACT IN LIEU OF EXEMPTION CERTIFICATE

This Contract is entered into by and between Westco Distribution, Inc. (the "Sublessee"), as agent for and on behalf of the Town of Islip Industrial Development Agency, a public benefit corporation and a governmental agency of the State of New York, hereinafter called the "Agency" or the "Owner" of the facility described in Addendum A hereto (the "Facility"), and the contractor or the subcontractor more particularly described on page 2 hereof (hereinafter, the "Contractor").

Pursuant to the authority granted to the Sublessee as agent of the Agency, the Contractor is hereby appointed agent of said Agency for purposes of completing, executing or otherwise carrying out the obligations imposed under this Contract.

The Contractor acknowledges that the Agency holds title to and owns the Facility and that said Agency is a public benefit corporation and governmental entity of the State of New York. By reason of such status, the Owner and its agents acting on its behalf are exempt from payment of all New York State and local sales and use taxes on the purchase or lease of all materials, equipment, goods, services and supplies incorporated into and made an integral component part of any structure, building or real property which becomes the property of the Owner, and all equipment, machinery and other tangible personal property (including installation costs with respect thereto) which becomes the property of the Owner. In addition, the Owner and its agents acting on its behalf are exempt from all sales and use taxes arising out of or connected with the following, as they relate to performance under this Contract: (i) purchases, leases, rentals and other uses of tools, machinery and equipment, and (ii) purchases, leases, rentals, uses or consumption of supplies, goods, materials and services of every kind and description; provided however, that exemption from sales and use taxes with respect to clauses (i) and (ii) above shall apply only if the Contractor is then acting as agent for the Owner under the terms of this Contract.

Pursuant to these exemptions from sales and use taxes, the Contractor shall not include such taxes in its contract price, bid or reimbursable costs, as the case may be. If the Contractor does not comply with the requirements for sales and use tax exemptions, as described above, then it shall be responsible for and pay any and all applicable New York State sales and use taxes, and no portion thereof shall be charged or billed to the Owner or to the Sublessee directly or indirectly, the intent of this Contract being that neither the Owner nor the Sublessee shall be liable for any of the sales or use taxes described above. This Contract may be accepted by the Contractor in lieu of an exemption certificate and the Contractor shall retain a copy hereof to substantiate the sales and use tax exemption.

The aforesaid appointment of the Sublessee, as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) December 31, 2012, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Sublessee if such activities and improvements are not completed by such time, and further

provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The Owner shall have the right to assign this Contract to the Sublessee by written notice to the Contractor and without written consent of the Contractor, in which case the Owner shall be relieved of all obligations hereunder. In the event of such assignment, all applicable sales and use taxes shall be added to the purchase price and paid to the Contractor pursuant to a change order. All of the above provisions with respect to exemptions for New York State and local sales and use taxes shall apply to all subcontractors and other parties in privity of contract with the Sublessee, the Owner or the Contractor pursuant to the terms of this Contract.

OWNER:

Insert name of Contractor or
Subcontractor

WESTCO DISTRIBUTION, INC.
as Agent for and on behalf of
the Town of Islip Industrial Development
Agency

By: _____
Name: _____
Title: _____

By: _____
Name: Diane Lazzaris
Title: _____

DATE: _____

DATE: _____

Address of Contractor or
Subcontractor

xc: Town of Islip Industrial Development Agency

ADDENDUM A

DESCRIPTION OF THE FACILITY

The “Facility” shall consist of (i) the acquisition of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as “Watch Hill Site”), Hauppauge, Town of Islip, Suffolk County, New York, further identified as a portion of Tax Map No. 0500-038.00-02.00-020.8 (the “Land”), and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures, and related facilities attached to the Land (collectively, the “Improvements”), and the acquisition and installation of certain equipment not part of the Equipment (as defined in Exhibit A to the Equipment Lease Agreement, to be dated a date to be determined, between the Agency and the Sublessee (the “Facility Equipment”, and, together with the Land and Improvements, the “Company Facility”), which Company Facility is to be leased by the Agency to the Company and subleased by the Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment is to be leased by the Agency to, and used by, the Sublessee for the distribution of electrical supplies to electrical and general contractors in the New York Metro area.

Date: March 6, 2012

At a meeting of the Town of Islip Industrial Development Agency (the "Agency") held at Islip Town Hall, 655 Main Street, Islip, New York, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the consent to the subleasing of a portion of the AG-Metropolitan Sunrise, L.L.C. 2007 Facility and approving the execution and delivery of related documents.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY PERTAINING TO THE
CONSENT TO THE SUBLEASING OF A PORTION OF THE
AG-METROPOLITAN SUNRISE, L.L.C. 2007 FACILITY
AND APPROVING THE FORM, SUBSTANCE, EXECUTION
AND DELIVERY OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as may be amended from time to time (collectively, the “**Act**”), the Town of Islip Industrial Development Agency (the “**Agency**”) was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, AG-Metropolitan Sunrise, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having an office at 245 Park Avenue, New York, New York 10167 (the “**Company**”), has previously entered into a transaction with the Agency in which the Agency assisted in the acquisition, renovation and equipping of an approximately 41 acre parcel of land (the “**Land**”) with an existing approximately 340,000 aggregate square foot three story building (the “**Building**”) currently known as the Long Island Business and Technology Center located at 3500 Sunrise Highway, Great River, Town of Islip, New York (more specifically described as District 0500, Section 211.00, Block 1 and Lots 005 and 006) and the renovation and equipping of the building to make the Building state-of-the-art in order to provide incentives towards full occupancy by various lessees of the Building (the “**Facility**”); and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of January 1, 2007, amended by an Amendment to Lease Agreement, dated April 20, 2009 (collectively, the “**Lease Agreement**”), by and between the Agency, as lessor, and the Company, as lessee; and

WHEREAS, the Company is now in negotiations to sublease approximately 2,000 square feet of the Facility, for a term commencing on February 1, 2012 and expiring on April 30, 2015, with one (1) five (5) year renewal option, to The Leonard Vincent Group, Inc. (“**Sublessee**”), for use by Sublessee for general, executive and laboratory purposes, initially housing approximately six (6) employees; and

WHEREAS, the Company has requested that the Agency consent to the subleasing of a portion of the Facility to the Sublessee; and

WHEREAS, the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency; and

WHEREAS, such consent may be manifested by the execution and delivery of a Tenant Agency Compliance Agreement, to be dated a date to be determined, between the Agency and the Sublessee (the “**Tenant Agency Compliance Agreement**”); and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the subleasing of the Facility.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The subleasing of a portion of the Facility to the Sublessee will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(c) The Agency consents to the subleasing of a portion of the Facility to the Sublessee; and

(d) The execution of the Tenant Agency Compliance Agreement will satisfy the requirement of Section 9.3 of the Lease Agreement that any subleasing of the Facility be consented to in writing by the Agency; and

(e) It is desirable and in the public interest for the Agency to consent to the subleasing of a portion of the Facility and to enter into the Tenant Agency Compliance Agreement.

Section 2. In consequence of the foregoing, the Agency hereby determines to enter into the Tenant Agency Compliance Agreement.

Section 3. The form and substance of the Tenant Agency Compliance Agreement (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 4.

(a) The Chairman, Vice Chairman, Executive Director, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Tenant Agency Compliance Agreement in the form the Chairman, Vice Chairman, Executive Director, or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”).

The execution thereof by Chairman, Vice Chairman, Executive Director, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 6. This resolution shall take effect immediately.

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 6th day of March, 2012, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 6th day of March, 2012.

By_____

Secretary

Date: March 6, 2012

At a meeting of the Town of Islip Industrial Development Agency (the "Agency"), held at Islip Town Hall, 655 Main Street, Islip, New York on the 6th day of March, 2012, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the appointment of general counsel for the Town of Islip Industrial Development Agency.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY APPROVING THE
APPOINTMENT OF AGENCY GENERAL COUNSEL TO
THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT
AGENCY

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as amended (collectively, the "Act"), the Town of Islip Industrial Development Agency (the "Agency") was created with the authority and power, among other things, to promote, develop, encourage and assist in the acquisition, construction, improvement, maintenance, equipping and furnishing of certain industrial, manufacturing, warehousing, commercial, research and recreation facilities as authorized by the Act in order to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, New York and of the State of New York and to improve their standard of living; and

WHEREAS, the Agency desires to appoint the Town of Islip Attorney's Office, as Agency General Counsel to the for all matters from this date forward; and

WHEREAS, to carry out the aforesaid purposes, the Agency has the power under the Act to do all things necessary to fulfill its obligations imposed by the Act.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) It is desirable and in the public interest for the Agency to appoint the Town of Islip Attorney's Office as Agency General Counsel for all matters from this date forward.

Section 2. In consequence of the foregoing, the Agency hereby determines to appoint the Town of Islip Attorney's Office as Agency General Counsel for all matters from this date forward.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment of the purposes of this resolution, and all acts heretofore taken by the Agency with respect to such appointment are hereby approved, ratified and confirmed.

Section 4. This resolution shall take effect immediately.

STATE OF NEW YORK)
 : SS.
COUNTY OF SUFFOLK)

I, the undersigned Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of
Islip Industrial Development Agency (the "Agency"), including the resolutions contained
therein, held on the 6th day of March 6, 2012, with the original thereof on file in my office, and
that the same is a true and correct copy of the proceedings of the Agency and of such resolutions
set forth therein and of the whole of said original insofar as the same related to the subject
matters therein referred to.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly
given to the public and the news media in accordance with the New York Open Meetings Law,
constituting Chapter 511 of the Laws of 1976 of the State of New York, as amended, that all
members of said Agency had due notice of said meeting and that said meeting was in all respects
duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 6th day of March,
2012.

By: _____
Secretary

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 13

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board adoption of the listing of individuals that have achieved the required number of hours to receive credit towards the LOSAP program for the various ambulance companies within the Town of Islip

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Joseph Ludwig

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

1. Bay Shore Brightwaters Rescue Ambulance Inc.
2. Exchange Ambulance Corporation of the Islips
3. Community Ambulance Company, Inc.
4. Brentwood Legion Ambulance Service, Inc.
5. Central Islip Hauppauge Volunteer Ambulance Corp.

**TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution authorizing the Town Board to adopt the listing of individuals that have achieved the required number of hours to receive credit towards the LOSAP program for the BayShore Brightwaters Rescue Ambulance Inc. Listing was audited by the Comptroller's office and all exceptions found were rectified.

SPECIFY WHERE APPLICABLE:

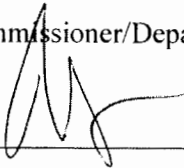
1. **Entity or individual benefitted by resolution:** Bayshore Brightwaters Ambulance District
2. **Site or location effected by resolution:** Bayshore Brightwaters Ambulance District
3. **Cost:** To be determined by actuary
4. **Budget Line:** SA01.9010.80010
5. **Amount and source of outside funding:** None

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ **Yes** under Section I, Sub. A., Number ____ of Town of Islip 617 Check List, an environmental review is required.

___X___ **No** under Section II, Sub. ___, Number ____ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.



Date

2/23/12

March 6, 2012

WHEREAS, the Town Board of the Town of Islip acts as the Commissioners for the Bayshore-Brightwaters Ambulance District, and;

WHEREAS, the District contracts with the Bayshore-Brightwaters Rescue Ambulance, Inc. to provide ambulance services, and;

WHEREAS, the residents of the District have previously approved by referendum the establishment of a Service Awards Program, and;

WHEREAS, it is necessary for the Town Board to approve the list of individuals participating in the program to certify the 2011 Service Credits earned.

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Town Board of the Town of Islip hereby approves, pursuant to the requirements of the Service Award Program (LOSAP), the list of individuals submitted by the Bayshore-Brightwaters Rescue Ambulance, Inc. for participation in the 2011 Service Awards Program (LOSAP) as submitted to the Comptroller; and be it

FURTHER RESOLVED, that the Comptroller be and hereby is authorized to perform any and all acts necessary to effectuate the policies and purposes of the LOSAP Program.

Upon a vote being taken, the result was:

BAY SHORE - BRIGHTWATERS RESCUE AMBULANCE, INC.

AVOLUNTEER RESCUE AND AMBULANCE ORGANIZATION

Phone: 631-666-5600

Fax: 631-666-0266

Website: bsbra.org

EST.



1958

911 Aletta Place

Bay Shore, New York 11706

The following members have been found eligible for the 2011 LOSAP Program. If you feel you have been omitted by error, you must contact me immediately with supporting documentation.

Chris Flick cgflick@yahoo.com cell (631) 682-7610, home (631) 589-1007

REVISED 1/26/12

ANGUS, ALEX
AYERS, PATRICK
BARTO, JOHN
BIGNAMI, CHRIS
BOCCIO, KRISTINA
BROWN, CLEO
BRUNTON, TABITHA
CAIRO, DIANA
CALLARD, JESSICA
CHAPMAN, CHARLES
CHIATAR, SHIVANNAH
CIABATTARI, RICHARD
DALBA, BRIAN
DEAN, ROBERT
DEJESS, ARTHUR
DUFOUR, BRYAN
ECKHOFF, AUSTIN
FISCH, NOAH
FLICK, CHRISTINE
FLOOD, CHARLES
FRISINA, JOSEPH
FROELICH, BILL
GAZZO, SCHUYLER
GUEST, DAVID
GUSZACK, CHRIS
GUSZACK, GERALD

GUZMAN, RICHARD
HABER, STANLEY
HAUBRICH, COURTNEY
HAUBRICH, ELIZABETH
HAYNES, KARYN
HAYNES, KHARMEL
HAYWARD, CHARLES
HENRIQUES, JOHN
HERRINGTON, TANIA
HOFFMAN, JASON
HUGHES, LAURIE
KLOPSIS, PETER
KOMOROSKI, THOMAS
KREMER, ALEJANDRA
KUNZ, APRIL
KWOK, JOE
KWOK, DAVID
LEWIS, JOHN-MICHAEL
LUTZ, WILLIAM
MARCHIONE, STACY
MARTINEZ, JOHN
MARTINEZ, JULIE
MARTINO, DEBBIE
MATTHEWS, MORGAN
MCCANN, CHRISTOPHER
MICHEL, JONATHON

MILESKI, JOHN
MONGAN, EMILY
MORAN, MICHAEL
MULLIN, ALEXANDER
NELSON, JAMES
O'CONNOR, MICHAEL
PAOLETTI, KERRI
PHILLIPS, MATTHEW
PYSOCK, JACQUELINE
RESTREPO, PAULINE
RODRIGUEZ, FELIZ
ROMANO, JESSICA
SEYMOUR, ANTHONY
SHAW, JACOB
SMITH, RAYMI
STEVENS, BRIAN
TAORMINA, LYN
TENHOOPEN, DOUGLAS
THOMAS, SHAVARONN
VERALDO, RICHARD
VIRGA, MICHELE
VITA, MELISSA
YOUNG, GARY
YOUNG, MARCI

The above volunteers have been members of Bay Shore Brightwaters Rescue Ambulance for the full 12 months of 2011 and have earned a minimum of 50 LOSAP points.

**TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution authorizing the Town Board to adopt the listing of individuals that have achieved the required number of hours to receive credit towards the LOSAP program for the Exchange Ambulance Corporation of the Islips . Listing was audited by the Comptroller's office and all exceptions found were rectified.

SPECIFY WHERE APPLICABLE:

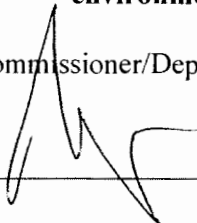
1. **Entity or individual benefitted by resolution:** Exchange Ambulance of the Islips
2. **Site or location effected by resolution:** Exchange Ambulance District
3. **Cost:** To be determined by actuary
4. **Budget Line:** SA04.9010.80010
5. **Amount and source of outside funding:** None

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A., Number ___ of Town of Islip 617 Check List, an environmental review is required.

___X___ No under Section II, Sub. ___, Number ___ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.



Date

2/23/2

March 6, 2012

WHEREAS, the Town Board of the Town of Islip acts as the Commissioners for the Exchange Ambulance of the Islips Ambulance District, and;

WHEREAS, the District contracts with the Exchange Ambulance Corporation of the Islips to provide ambulance services, and;

WHEREAS, the residents of the District have previously approved by referendum the establishment of a Service Awards Program, and;

WHEREAS, it is necessary for the Town Board to approve the list of individuals participating in the program to certify the 2011 Service Credits earned.

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Town Board of the Town of Islip hereby approves, pursuant to the requirements of the Service Award Program (LOSAP), the list of individuals submitted by the Ambulance Corporation of the Islips for participation in the 2011 Service Awards Program (LOSAP) as submitted to the Comptroller; and be it

FURTHER RESOLVED, that the Comptroller be and hereby is authorized to perform any and all acts necessary to effectuate the policies and purposes of the LOSAP Program.

Upon a vote being taken, the result was:

EXCHANGE AMBULANCE CORPORATION OF THE ISLIPS

2011 ELIGIBLE PARTICIPANTS (LOSAP)

VOLUNTEER AMBULANCE WORKER SERVICE AWARD PROGRAM

<u>Last Name</u>	<u>First Name</u>	<u>M.I.</u>
Accettella	K.	
Anderson	Leigh	
Bair	Thomas	
Beattie	Vivian	M.
Benincasa	Kristin	
Bigelow	Guy	F.
Boland	Barbara	
Borbee	Eric	
Bouse	Karen	A.
Bouse	Susan	J.
Cantore	Jessica	L.
Chidichimo	Marie	C.
Crosby	Scott	R.
Dara	Phil	
DeCanio	Gregory	A.
DeLuca, Sr.	Joseph	
DeSimone	Kelly	A.
Dihrborg	Lauren	
Duffus	Christopher	
Finger	Deborah	
Fitzpatrick	Samantha	
Flanagan	William	
Fleischer	Howie	
Fried	Drew	
Gangi	Samuel	J.
Ilardi	Vincent	
Inghingolo	Debra	
McLaughlin	Charles	T.
McLaughlin	Teresa	A.
McLaughlin	Thomas	

EXCHANGE AMBULANCE CORPORATION OF THE ISLIPS

2011 ELIGIBLE PARTICIPANTS (LOSAP)

VOLUNTEER AMBULANCE WORKER SERVICE AWARD PROGRAM

<u>Last Name</u>	<u>First Name</u>	<u>M.I.</u>
Melio	Susan	
O'Halloran	Joseph	
O'Reilly	Thomas	
Prosek	Bryan	M.
Prosek	Keith	W.
Rockfeld	Allison	
Roesch	Glen	
Rollock	Kimberly	
Rosa	Kathryn	R.
Schnatz	Keri	
Scotti	Anthony	
Smith	Linda	
Stadelman	Robert	E.
Vassallo	John	
Warnecke	Ann	
Wegener	James	M.

**TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution authorizing the Town Board to adopt the listing of individuals that have achieved the required number of hours to receive credit towards the LOSAP program for the Community Ambulance Company, Inc. Listing was audited by the Comptroller's office and all exceptions found were rectified.

SPECIFY WHERE APPLICABLE:

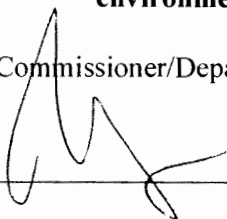
1. **Entity or individual benefitted by resolution:** Sayville Community Ambulance
2. **Site or location effected by resolution:** Sayville Ambulance District
3. **Cost:** To be determined by actuary
4. **Budget Line:** SA05.9010.80010
5. **Amount and source of outside funding:** None

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A., Number ___ of Town of Islip 617 Check List, an environmental review is required.

___X___ No under Section II, Sub. ___, Number ___ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.



Date

2/23/12

March 6, 2012

WHEREAS, the Town Board of the Town of Islip acts as the Commissioners for the Sayville Ambulance District, and;

WHEREAS, the District contracts with the Community Ambulance Company, Inc. to provide ambulance services, and;

WHEREAS, the residents of the District have previously approved by referendum the establishment of a Service Awards Program, and;

WHEREAS, it is necessary for the Town Board to approve the list of individuals participating in the program to certify the 2011 Service Credits earned.

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Town Board of the Town of Islip hereby approves, pursuant to the requirements of the Service Award Program (LOSAP), the list of individuals submitted by the Community Ambulance Company, Inc. for participation in the 2011 Service Awards Program (LOSAP) as submitted to the Comptroller; and be it

FURTHER RESOLVED, that the Comptroller be and hereby is authorized to perform any and all acts necessary to effectuate the policies and purposes of the LOSAP Program.

Upon a vote being taken, the result was:

Community Ambulance Company, Inc.

Over 60 Years of Service

*BAYPORT • BOHEMIA • OAKDALE • SAYVILLE • WEST SAYVILLE
also Cherry Grove and Fire Island Pines via the Police Boat*

LOSAP – 2011

Ahlschlager, Diana	60.0	MacDonell, Marc	53.0
Atkinson, Jamie	82.0	MacMenamin, Josie	58.0
Bolliger, Paul	57.0	Maddox, Richie	61.0
Christensen, Paul	52.5	Manfredonia, Patricia	96.5
Christensen, Rupert	59.0	Motley, Heather	57.5
Cooper, Amy	61.0	Mullaney, Barbara	103.0
DeMott, Eugene	59.0	Nicholson, Daniel	58.5
Dieumegard, Jr., Alfred	59.0	Norton, William	64.0
Drake, Nicole	51.0	O'Neill, Peter	73.0
Dulmovits, Eric	50.0	O'Sullivan, Shawn	64.0
Edwards, Scott	82.0	Panetta, Therese	70.0
Farrell, Eric	119.0	Patel, Palak	73.0
Ferlin, Rachel	50.0	Pfister, Henry	60.0
Ferrara, Michael	53.0	Portuese, Cheryl	53.0
Ferrara, Nicole	51.0	Powers, Laura Lynn	50.0
Flinn, Alicia	50.0	Redding, Steven	69.0
Golub, Stephanie	91.0	Scheck, Karen	63.0
Gonzales, Christopher	70.0	Schreiber, Fred	103.0
Gozaloff, Tim	51.0	Semmig, Heide	70.0
Hartmann, Jennifer	69.0	Sinisi, Lisa	72.0
Hawthorne, Adrien	95.0	Stratmann, Joseph	58.0
Hester, Don	56.0	Taylor, Timothy	55.0
Huthoefer, Crystal	74.0	Teaney, Michael	64.0
Imperato, Luke	52.0	Verdone, Robert	71.5
Kelly, III, Dennis	57.0	Votino, Shawn	97.0
Kelly, Jr., Dennis	79.5	Wagner, Christopher	83.0
Kennedy, Janice	94.0	Webber, Paul	107.0
Kennedy, Michael	104.0	Weber, Scott	52.0
Knussman, Brian	69.0	Weckerle, Ed	50.0
Koerber, Susan	87.0	White, Valerie	98.0
Latkovic, JP	75.0	Wilans, Jason	52.0
LoPreto, Christopher	60.0	Young, Thomas	52.0
LoPreto, Laura	62.0		
MacDonell, James	91.0		

**TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution authorizing the Town Board to adopt the listing of individuals that have achieved the required number of hours to receive credit towards the LOSAP program for the Brentwood Legion Ambulance Service Inc.

SPECIFY WHERE APPLICABLE:

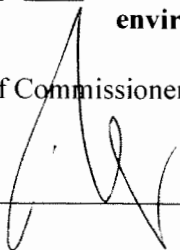
1. **Entity or individual benefitted by resolution:** Brentwood Ambulance District
2. **Site or location effected by resolution:** Brentwood Ambulance District
3. **Cost:** To be determined by actuary
4. **Budget Line:** SA02.9010.80010
5. **Amount and source of outside funding:** None

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ **Yes** under Section I, Sub. A., Number ____ of Town of Islip 617 Check List, an environmental review is required.

 X **No** under Section II, Sub. ___, Number ____ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.



Date



March 6, 2012

WHEREAS, the Town Board of the Town of Islip acts as the Commissioners for the Brentwood Ambulance District, and;

WHEREAS, the District contracts with the Brentwood Legion Ambulance Service, Inc. to provide ambulance services, and;

WHEREAS, the residents of the District have previously approved by referendum the establishment of a Service Awards Program, and;

WHEREAS, it is necessary for the Town Board to approve the list of individuals participating in the program to certify the 2011 Service Credits earned.

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Town Board of the Town of Islip hereby approves, pursuant to the requirements of the Service Award Program (LOSAP), the list of individuals submitted by the Brentwood Legion Ambulance Service, Inc. for participation in the 2011 Service Awards Program (LOSAP) as submitted to the Comptroller; and be it

FURTHER RESOLVED, that the Comptroller be and hereby is authorized to perform any and all acts necessary to effectuate the policies and purposes of the LOSAP Program.

Upon a vote being taken, the result was:

BRENTWOOD LEGION AMBULANCE SERVICE, INC.

2011 ELIGIBLE PARTICIPANTS (LOSAP)

VOLUNTEER AMBULANCE WORKER SERVICE AWARD PROGRAM

<u>Last Name</u>	<u>First Name</u>	<u>M.I.</u>
Arai	Hana	
Artusa	Carmela	
Benitez	Claudia	
Berry	William	M.G.
Brady	Kathleen	
Bulmer	Timothy	M.
Cairo	Candice	
Cancel	Jaquin	
Chavarria	Marlon	J.
Cincotta	Laura	
Cohen	Benjamin	K.
Cothias	Luciano	J.
De Cotis	John	
Fuentes-Curcio	Margarita	
Hagemeyer	Ginamarie	
Hagstrom	Garry	R.
Hansen	Christine	J.
Happel	Lianna	
Happle	Marilynn	E.
Harris	Joanne	K.
Hauck	Amy	
Herrera	Enrique	
Jaffe	Richard	S.
Kornahrens	Joseph	
Kornahrens	Samantha	
LaBoy, Jr.	Robert	
Lamb	Danielle	
Martinez	Francisco	
Mayo	Keith	
Mayo	Raymond	
McKenna	Melissa	D.
Menendez	William	R.
Mui	Gene	Y.

BRENTWOOD LEGION AMBULANCE SERVICE, INC.

2011 ELIGIBLE PARTICIPANTS (LOSAP)

VOLUNTEER AMBULANCE WORKER SERVICE AWARD PROGRAM

<u>Last Name</u>	<u>First Name</u>	<u>M.I.</u>
O'Connor	Ryan	D.
Olsen	David	M.
Otero	Candice	
Pershteyn	David	
Purcell	Edward	
Quick	Christine	M.
Remeika	Anthony	
Remy	Carteze	
Rodriguez	Nianti	
Rosado	Janet	
Schneider	Keith	A.
Scott	Paul	E.
Sirvelyte	Gintare	
Smith	Leonard	H.
Sorg	Deborah	
Soto	Andres	
Stefanello	Robert	A.
Thomas	Melissa	O.
Viskovich	Andrew	
Wagner	Grace	
Ward	Lashanna	S.
Wieber	Analise	
Witkowski	Jason	J.
Wong	Joseph	
Zawalich	Steven	E.
Zydor	Rachele	

**TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution authorizing the Town Board to adopt the listing of individuals that have achieved the required number of hours to receive credit towards the LOSAP program for the Central Islip Hauppauge Volunteer Ambulance Corp.

SPECIFY WHERE APPLICABLE:

1. **Entity or individual benefitted by resolution:** CI Hauppauge Ambulance
2. **Site or location effected by resolution:** CI Hauppauge Ambulance District
3. **Cost:** To be determined by actuary
4. **Budget Line:** SA03.9010.80010
5. **Amount and source of outside funding:** None

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A., Number ___ of Town of Islip 617 Check List, an environmental review is required.

___X___ No under Section II, Sub. ___, Number ___ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.

Date

_____ 2/23/12

March 6, 2012

WHEREAS, the Town Board of the Town of Islip acts as the Commissioners for the Central Islip/Hauppauge Ambulance District, and;

WHEREAS, the District contracts with the Central Islip-Hauppauge Volunteer Ambulance Corp. to provide ambulance services, and;

WHEREAS, the residents of the District have previously approved by referendum the establishment of a Service Awards Program, and;

WHEREAS, it is necessary for the Town Board to approve the list of individuals participating in the program to certify the 2011 Service Credits earned.

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Town Board of the Town of Islip hereby approves, pursuant to the requirements of the Service Award Program (LOSAP), the list of individuals submitted by the Central Islip-Hauppauge Volunteer Ambulance Corp. for participation in the 2011 Service Awards Program (LOSAP) as submitted to the Comptroller; and be it

FURTHER RESOLVED, that the Comptroller be and hereby is authorized to perform any and all acts necessary to effectuate the policies and purposes of the LOSAP Program.

Upon a vote being taken, the result was:

CENTRAL ISLIP-HAUPPAUGE VOLUNTEER AMBULANCE CORP.

2011 ELIGIBLE PARTICIPANTS (LOSAP)

VOLUNTEER AMBULANCE WORKER SERVICE AWARD PROGRAM

<u>Last Name</u>	<u>First Name</u>	<u>M.I.</u>
Beuttenmuller	Kyle	
Chesnov	Matthew	J.
Floresta	Kelly	
Gagliano	Christopher	
Garcia	Kristopher	
Goodheart	Bernadette	
Grimes	James	M.
Hartmann	Vincent	
Kelsey	Linda	
Kreuzburg	Laurie	A.
Kriklava	Danielle	
Lamm	Douglas	
Leibel	Shaun	
Loreda	Derick	
Lui	Stuart	
Maloney	Daryl	
Matteo	Steven	
Montrose	Meryl	J.
Nelson	Michael	
Pasieka	Matthew	
Proscia	Anthony	J.
Rappa	Anthony	
Reilly	Kimberly	
Woods	Renec	

MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY

No. 14

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Meeting of the Town of Islip Foreign Trade Zone Authority

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Tracey Lange Krut

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

Agenda for Meeting of the Town of Islip Foreign Trade Zone Board

March 6, 2012

1. Meeting called to order;
2. Approval of the minutes from January 17, 2012 meeting of Islip Foreign Trade Zone Board;
3. Authorization for the Town of Islip Foreign Trade Zone Authority to renew and amend a sublease between the Town of Islip Foreign Trade Zone Authority and Ronklip Associates for extension of lease;
4. Authorization for the Town of Islip Foreign Trade Zone Authority to renew and amend a sublease between the Town of Islip Foreign Trade Zone Authority and REP 200 Trade Zone , LLC to extend the term and amend the rent schedule;
5. Adjournment;



TOWN OF ISLIP
FOREIGN TRADE ZONE AUTHORITY

Thomas D. Croci
Chairman

Tracey Lange Krut
Executive Director

January 17, 2012

On motion of Anthony Senft, seconded by John Cochrane, and unanimously approved, a meeting of the Town of Islip Foreign Trade Zone was called to order at 1:58 P.M. at Islip Town Hall, Islip, NY

Board Members Present

Thomas Croci, Chairman
Steven Flotteron
Trish Bergin-Weichbrodt
Anthony Senft
John Cochrane

Officers Present

Jaime Martinez, Treasurer

On motion of John Cochrane, seconded by Trish Bergin Weichbrodt, and unanimously approved, the December 13, 2011 meeting minutes were approved.

A resolution to appoint Tracey Lange Krut as Town of Islip Foreign Trade Zone Authority Executive Director went before the Board and with no questions asked a motion to approve the appointment was made by Anthony Senft, seconded by John Cochrane, and motion carried 5-0.

With no further business, meeting was adjourned at 2:00 P.M. on a motion by Trish Bergin Weichbrodt, seconded by Steve Flotteron and unanimously approved.

Jaime Martinez, Treasurer

**TOWN of ISLIP
FOREIGN TRADE ZONE
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

The Town of Islip Foreign Trade Zone Authority would like authorization to extend the sublease between Town of Islip Foreign Trade Zone Authority and Ronklip Associates. Currently FTZA lease is until December 3, 2050, Ronklip Associates lease would not exceed that date.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip Foreign Trade Zone Authority
2. Site or location effected by resolution: Town of Islip Foreign Trade Zone Authority,
1 Trade Zone Drive, Ronkonkoma, NY 11779
3. Cost: NA
4. Budget Line:
5. Amount and source of outside funding:

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A., Number ____ of Town of Islip 617 Check List, an environmental review is required.

 X No under Section II, Sub. ____, Number ____ of Town of Islip 617 Check List, no environmental review is required.

Not an Action within SEQRA

Signature of Commissioner/Department Head Sponsor.

Date

March 6, 2012

WHEREAS, The Town of Islip is the owner of 52 acres of land adjacent to Long Island MacArthur Airport and commonly known as the Islip Town Foreign Trade Zone; and

WHEREAS, the Town of Islip currently leases certain real property within the Islip Town Foreign Trade Zone known as Trade Zone parcel 3, otherwise known as 1-49 Trade Zone Court, Ronkonkoma, New York, consisting of 2.76 acres, to the Town of Islip Foreign Trade Zone Authority; and

WHEREAS, the Town of Islip Foreign Trade Zone Authority has subleased this premises to Jaguar Products, Inc. pursuant to a sub-lease agreement; the term of which is forty (40) years, and due to expire on March 31, 2024; and

WHEREAS, this sub-lease has been subsequently transferred from Jaguar Products, Inc. to Barclays Bank of New York, from Barclays Bank of New York to SAD-TDA, Inc., and from SAD-TZA, Inc. to Coolidge Trade Zone Equities, LLC; and

WHEREAS, Coolidge Trade Zone Equities, LLC assigned its interests under the Sublease to Ronklip Associates, LLC, having an office at c/o Stephen Pizzitola, 188 East 70th Street, New York, NY 10021, pursuant to an Assignment and Assumption of Sublease dated as of September 26, 1997; and

WHEREAS, the Islip Foreign Trade Zone Authority and Ronklip Associates, LLC desire to amend and modify the sublease in certain respects and extend the term thereof for a period near forty (40) years, to December 3, 2050.

NOW, THEREFORE, on motion of Councilperson _____, seconded
by Councilperson _____, be it

RESOLVED, that the Islip Foreign Trade Zone Board hereby agrees to extend the lease
agreement mentioned above up to and including, December 3, 2050 and the Chairman is hereby
authorized to execute any and all necessary documents to effectuate the extension, all subject to
the approval of the Islip Attorney's Office.

Upon a vote being taken, the result was:

RENEWAL AND AMENDMENT OF SUBLEASE

RENEWAL AND AMENDMENT OF SUBLEASE, dated _____ March, 2012, by and between **TOWN OF ISLIP FOREIGN TRADE ZONE AUTHORITY**, a public benefit corporation organized and existing under the laws of the State of New York, having its principal offices at 1 Trade Zone Drive, Ronkonkoma, NY 11779 ("Landlord") and **RONKLIP ASSOCIATES, LLC**, a domestic limited liability corporation organized and existing under the laws of the State of New York, having an office at 188 East 70th Street, New York, New York ("Tenant"), collectively, concerning the premises known as **1-49 TRADE COURT, RONKONKOMA, NEW YORK**.

RECITALS

WHEREAS, the **TOWN OF ISLIP** as landlord entered into a certain ground lease dated as of April 28, 1983 and executed May 25, 1983 with the **TOWN OF ISLIP FOREIGN TRADE ZONE AUTHORITY** as tenant (the "Ground Lease") for premises at 1-49 Trade Court, Ronkonkoma, Town of Islip, Suffolk County, New York consisting of 2.76 acres and more, particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, **TOWN OF ISLIP FOREIGN TRADE ZONE AUTHORITY** subsequently subleased the Premises to Jaguar Products, Inc., as Subtenant pursuant to a lease agreement dated May 25, 1983, as assigned on or about April 1985 to Jaguar Products, Inc., to Bronx Reality Corp., subsequently known as Trade Zone Associates, Inc. (the "Sublease") attached hereto **Exhibit "B"** and made a part hereof; and

WHEREAS, Barclays Bank of New York as subleasehold mortgagee subsequently foreclosed on the tenant leasehold interest under the Sublease and as a result thereof **SAD-TDA, Inc.**, became the owner of the subleasehold interest pursuant to a certain Referee's Assignment of Lease dated November 9, 1994 and record in the Suffolk County Clerk's Office on December 12, 1994 in Liber 11707 at page 77; and

WHEREAS, as of April 1, 1996 SAD-TZA, Inc., assigned its interests under the Sublease to COOLIDGE TRADE ZONE EQUITIES, LLC, pursuant to an Assignment and Assumption of Sublease dated as of April 1, 1996 and recorded in the Suffolk County Clerk's Office on June 10, 1996 in Liber 11777 at page 708; and

WHEREAS, COOLIDGE TRADE ZONE EQUITIES, LLC assigned its interests under the Sublease to **RONKLIP ASSOCIATES, LLC** pursuant to an Assignment and Assumption of Sublease dated as of September 26, 1997 with memorandum recorded in the Suffolk County Clerk's Office on July 15, 1998 in Liber 11904 at page 911; and

WHEREAS, the Landlord and Tenant hereto desire to amend the Sublease and modify the same in certain respects;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, as well as the mutual covenants and agreements contained herein, it is agreed as follows:

1. The term of the Sublease is hereby renewed and extended from its present expiration date to December 3, 2050.

2. The Fixed Minimum Rent during the period from execution of this amendment through April 2016 shall be \$28,962.75 per year, payable in equal installments of \$2,413.56, due on the first day of each month. In each succeeding five (5) year period, the base rent will be increased by 20% over the previous base rent in accordance with the following schedule:

BASIC RENT SCHEDULE

<u>YEAR</u>	<u>PER ANNUM</u>	<u>PER MONTH</u>
Amendment date – Apr. 2016	\$28,962.75	\$2,413.56
Apr. 2016-2021	\$34,755.30	\$2,896.28
2021-2026	\$41,706.36	\$3,475.53
2026-2031	\$50,047.63	\$4,170.63
2031-2036	\$60,057.15	\$5,004.76
2036-2041	\$72,068.58	\$6,005.71
2041-2046	\$86,482.30	\$7,206.85
2046-2050	\$103,778.76	\$8,648.23

3. Maintenance costs are currently \$7,200.00 per year payable in monthly installments. As of the amendment date maintenance costs will be \$8,326.46 due on the first day of each month. In each succeeding five (5) year period, the maintenance costs will be increased by 20% over the previous maintenance costs fee in accordance with the following schedule:

MAINTENANCE COSTS

<u>YEAR</u>	<u>PER ANNUM</u>	<u>PER MONTH</u>
Amendment date – Apr. 2016	\$8,326.46	\$693.87
Apr. 2016-2021	\$9,991.75	\$832.64
2021-2026	\$11,990.10	\$999.17
2026-2031	\$14,388.12	\$1,199.01
2031-2036	\$17,265.74	\$1,438.81
2036-2041	\$20,718.89	\$1,726.57
2041-2046	\$24,862.67	\$2,071.88
2046-2050	\$29,835.20	\$2,486.26

4. The provisions of this RENEWAL AND AMENDMENT shall prevail over any provisions of the printed portion of the Sublease which are inconsistent herewith.

5. The Tenant from and after the date of the commencement of the Sublease shall indemnify and hold the Landlord harmless against any and all claims, suits, damages, penalties, costs and expenses, including reasonable attorney's fees, or causes of action for damages arising after the taking of possession and against any orders or decrees of judgment which may be entered therein, brought for damages or alleged damages, resulting from any injury to person and/or property or loss of life sustained in or about the demised premises and the building and improvements thereon, during the time of the Sublease; and the Tenant further covenants to provide and keep in force during the term of the Sublease, for the benefit of the Landlord and its employees, liability insurance in standard form protecting the Landlord against liability occasioned by accident or disaster, on or about the demised premises or any appurtenance thereto. Such policy or policies of insurance shall be written in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS liability for personal injury and ONE MILLION (\$1,000,000.00) DOLLARS liability for property damages. Any and all insurance affected shall contain a twenty (20) day notice of cancellation by registered mail. It is understood and agreed that the original policy or policies or certificates of insurance shall be delivered to and be in the possession of the Landlord at all times during the term of the Sublease. In the event that the Tenant should fail to deliver such insurance policy or policies or certificates of insurance, or to keep the same in force, the Landlord may procure same and the cost of the premium thereof shall be added to the next month's rent thereafter to become due and shall be deemed to be additional rent and shall be collectible as such/

6. Tenant represents and warrants that no broker was involved in the negotiations for or consummation of the Sublease Amendment and Tenant hereby agrees to indemnify and hold harmless the Landlord for any and all liability, expense, loss, cost or damages that may arise by reason of any brokerage claims.

7. The invalidity or unenforceability of any provision of the Sublease other than the covenants to pay rent and additional rent shall in no way affect the validity or enforceability of any other provision thereof.

8. Any Notice which may be required to be given in accordance with the terms of the Sublease shall be required to be in writing and, if given to the Landlord, shall be sent via certified mail at the address specified in this agreement or to the Landlord's agent, should the Landlord have such an agent, and to the Tenant at the address sent forth in this agreement via certified mail.

9. In the event that any suit should be brought for the recovery of possession of the leased premises, or for the recovery of rent or any amount due under the provisions of the Sublease, or owing to the breach of any other covenants herein contained on the part of the Tenant to be kept or performed, Tenant shall pay to the Landlord all expenses incurred therefore, including but not limited to reasonable attorney's fee, which sums shall be deemed payable as additional rent and may be included in the amount due in any proceeding which may be commenced by the Landlord.

10. Rent shall be due on the 1st of every month. In the event that the rent shall not be paid on or before the 10th day of any month, Tenant agrees to pay late charges equal to five (5%) percent of the monthly rent, which sum shall be deemed additional rent due on the 11th day of said month. The provisions of this paragraph shall be in addition to, but not in limitation of, any other rights to which the Landlord is entitled in the event that any rent or additional rent is not paid on the date of the month and at such time as required by the terms and conditions of this lease.

11. The Landlord shall be under no obligation to make, repair, alter or decorate all or any portion of the demised premises in connection with the use and occupancy of the Tenant; or to institute or defend any action with respect to Tenant's use and occupancy. Any and all repairs, alterations and decorations, and any actions stemming from Tenant's use and occupancy of the demised premises shall be the sole responsibility of and shall be done at the sole cost and expense of the Tenant, except as may be herein provided.

12. Tenant agrees to notify Landlord immediately of any damage that may occur or repairs that may be required as they affect the demised premises or adjacent premises and public areas leading to the demised premises, whether or not such repairs are the responsibility of the Landlord or Tenant. Likewise, Tenant agrees to immediately notify Landlord of Tenant receipt of any violations, warnings, fines, summons or citations as they affect the demised premises, or any improvements thereat, whether they have been issued to the Tenant or anyone else.

13. Landlord shall not be liable for any damages to property of Tenant or of others by theft or other means. Landlord shall not be liable for any injury damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the leased premises, street, sub-surface or from any other place or by dampness or by any other cause whatsoever. Landlord shall not be liable for any such damages caused by other Tenants or persons in leased premises, occupants or adjacent property, or the public or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the leased premises shall be so kept or stored at the risk of the Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier. Nothing contained herein shall require Tenant to indemnify Landlord for the negligence or willful acts of landlord, the Town of Islip, or their officers, agents, employees or contractors.

14. The submission of this Amendment to Tenant for examination does not constitute a reservation of an offer for the leased premises and this Amendment shall not be deemed binding on the Landlord or create any obligation on its party to execute same until actually executed by Landlord.

15. Tenant shall at all times keep the leased premises (including maintenance of exterior entrances and all glass and window moldings) and all partitions, doors, glass, fixtures, equipment and appurtenance thereof (including lighting, heating, plumbing fixtures, sprinkler and air conditioning systems) in good working order, condition and repair (including reasonable periodic painting as determined by Landlord). If Landlord is required to make repairs to structural portions by reason of Tenant's negligence, acts or omissions, Landlord may add the cost of such repairs to the rent which thereafter becomes due. With respect to those exterior portions serving as sidewalks, rear delivery areas or garbage areas, Tenant shall sweep said areas regularly and keep them free of ice and snow and generally clear of debris. Structural portions of the premises shall include the exterior walls and the roof.

16. Except as modified herein, all of the other terms, covenants and conditions of the Sublease shall continue unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this **AMENDMENT OF SUBLEASE** as of the date first above written.

RONKLIP ASSOCIATES, LLC
Tenant

BY:

**TOWN OF ISLIP FOREIGN
TRADE ZONE AUTHORITY**
Landlord

BY: Thomas D. Croci
CHAIRMAN

STATE OF NEW YORK)
COUNTY OF _____) s.s.:

On the _____ day of _____ in the year 2011 before me appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF SUFFOLK)

On the day of in the year 2011 before me appeared PHIL NOLAN, personally known to me and who, being by me duly sworn, did depose and say that he resides at 130 St. Marks Lane, Islip, N.Y.; that he is the Chairman of the TOWN OF ISLIP FOREIGN TRADE ZONE AUTHORITY, the public benefit corporation of the State of New York described in and which executed the within Renewal and Amendment of Sublease; and that he did sign his name thereto and execute the instrument by authority of and on behalf of such public benefit corporation.

Notary Public

**TOWN of ISLIP
FOREIGN TRADE ZONE
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

The Town of Islip Foreign Trade Zone Authority would like authorization to extend the term and amend the rent schedule pursuant to the terms of the second amendment between Town of Islip Foreign Trade Zone Authority and REP 200 Trade Zone, LLC. Currently FTZA lease is until December 3, 2050, REP 200 Trade Zone, LLC lease would not exceed that date.

SPECIFY WHERE APPLICABLE:

1. **Entity or individual benefitted by resolution:** Town of Islip Foreign Trade Zone Authority
2. **Site or location effected by resolution:** Town of Islip Foreign Trade Zone Authority,
1 Trade Zone Drive, Ronkonkoma, NY 11779
3. **Cost:** NA
4. **Budget Line:**
5. **Amount and source of outside funding:**

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ **Yes** under Section I, Sub. A., Number ____ of Town of Islip 617 Check List, an environmental review is required.

 X **No** under Section II, Sub. ___, Number ____ of Town of Islip 617 Check List, no environmental review is required.

Not an Action within SEQRA

Signature of Commissioner/Department Head Sponsor

Date

March 6, 2012

WHEREAS, The Town of Islip is the owner of 52 acres of land adjacent to Long Island MacArthur Airport and commonly known as the Islip Town Foreign Trade Zone; and

WHEREAS, the Town of Islip currently leases certain real property within the Islip Town Foreign Trade Zone known as Trade Zone parcel 8, otherwise known as 200 Trade Zone Drive, Ronkonkoma, New York, consisting of 3.5 acres, to the Town of Islip Foreign Trade Zone Authority; and

WHEREAS, the Town of Islip Foreign Trade Zone Authority has subleased this premises to WJL Realty Associates, Inc. pursuant to a sub-lease agreement; the term of which is forty (40) years, and due to expire on September 1, 2030; and

WHEREAS, this sublease was transferred to REP 200 Trade Zone, LLC; and having an office at 85 South Service Road; Plainview, NY 11803 pursuant to an Assignment, Assumption and first amendment of Sublease dated as of November 5, 2005; and

WHEREAS, REP 200 Trade Zone LLC, has entered into a sub-lease with Advertising Distributors of America, Inc. ("ADA) dated as of March 1, 2012 and ending on or about August 1, 2022; and

WHEREAS, the Islip Foreign Trade Zone Authority and REP 200 Trade Zone, LLC desire to extend the term and amend the rent schedule pursuant to the terms of the second amendment, attached hereto, to a period terminating on, December 3, 2050.

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Islip Foreign Trade Zone Board hereby agrees to extend the lease agreement mentioned above up to and including, December 3, 2050 and the Chairman is hereby authorized to execute any and all necessary documents to effectuate the extension, all subject to the approval of the Islip Attorney's Office.

Upon a vote being taken, the result was:

Parcel 008

Second Amendment to the Lease Agreement between the Town of Islip Foreign Trade Zone Authority ("Landlord") and WJL Realty Associates, Inc. dated on or about July 1989; as amended by the First Amendment to the Lease Agreement dated as of November 16, 2005 and assigned to REP 200 Trade Zone LLC ("Tenant") by the Assignment and Assumption of Lease dated as of November 16, 2005 (the "Lease").

Dated: As of March 1, 2012

Premises: 200 Trade Zone Drive, Ronkonkoma, New York

WHEREAS, the Lease was entered into on or about July 1989; and

WHEREAS, the Parties have agreed to extend the term of the Lease to and including December 3, 2050; and

WHEREAS, Tenant has entered into a sublease for the entire Premises with Advertising Distributors of America, Inc. ("ADA") dated as of March 1, 2012 and ending on or about August 1, 2020; and

WHEREAS, ADA is one of the largest direct mail marketing manufacturers on the east coast and is desirous of transferring and expanding its operation at the Premises; and

WHEREAS, the sublease is contingent on the execution of this Second Amendment on or before April 15, 2012.

NOW, THEREFORE, the parties agree to amend the Lease as follows:

1. **APPENDIX B** is deleted in its entirety and replaced with the following:

APPENDIX B – TERMS OF LEASE

The term ("Initial Term") of this Lease, as extended, shall begin as of March 1, 2012 and end on December 3, 2050, unless extended as herein provided.

As the prime tenant in a multi-tenant building, the rent, prior to the date stipulated in Section 2.02 of this Lease, will be pro-rated by month based on the ratio which the area occupied bears to the total square footage of the building.

Landlord and Tenant acknowledge that as of the date of execution of this Lease, New York law does not permit the Landlord to execute a lease of the demised premises for a period exceeding forty (40) years.

It is understood and agreed that during the term of this Lease, any extension or any option period thereof, in the event Landlord is at anytime vested with authority to lease, for a term or

terms exceeding the initial forty (40) years the real property was leased from the Town of Islip for the Foreign Trade Zone, the Tenant is hereby granted the option to renew and extend this Lease for a period equal to such term or terms said option to be exercised ninety (90) days prior to the expiration of this Lease.

At the conclusion of the 40-year Lease term, or any extensions thereof, the Tenant shall have, if the Landlord agrees and it is permitted by law, the option to purchase the subject premises. The purchase price shall be determined by appraisal. Landlord and Tenant shall each select an appraiser, and if the two appraisals differ, the said appraisers shall jointly select a third appraiser whose determination shall be final.

2. **APPENDIX C** is deleted in its entirety and replaced with the following:

APPENDIX C - RENT

The rent for the initial term shall be calculated as follows:

1. Base rent for the first five (5) years of the Lease shall be Fourteen Thousand Four Hundred Four Hundred Fifteen Dollars (\$14,415.00) per acre per year.

2. In each succeeding five (5) year period, the base rent will be increased by twenty percent (20%) over the previous rent.

3. The base rent each year will remain at the above stated amount as long as at least thirty percent (30%) _____ (dollars) of the Tenant's annual purchases are imported and/or exported, and conform to the United States Foreign Trade Zone Board requirements. In the event imports or exports for a calendar year fall below the thirty percent (30%) level, the base rent will be increased effective April 1, of the following year for one (1) full year, by substituting the calculated current real estate taxes or portion thereof which would be payable under the then current tax assessment if the premises was taxable for the base rent. (Except when the substituted figure is lower).

<u>Percentage of Imports</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3 & Over</u>
20 to 29.9%	40%	55%	70%
10 to 19.9%	50%	70%	90%
0 to 9.9%	60%	80%	100%

As long as the percentage remains below 30%, the calculation will be done yearly and new substituted base rent will be used.

If import/export purchases remain below 30% for more than one (1) year in succession, the Year 2 rates will apply for the second year. If import/export purchases remain below 30% for more than two (2) consecutive years, the Year 3 and Over rates will apply.

In multi-tenant buildings, each Tenant's purchase (import/export) percentage will be calculated independently of the other Tenants. For those Tenants that buy less than 30% imports/exports, the above calculations apply, except that the Tenants' share of the substituted base rent shall be determined by the area he occupies as a percentage of the overall building size.

For new tenants with less than 30% of purchases as imports/exports, the Year 3 and Over rates shall apply.

Notwithstanding anything herein to the contrary, in the event any part of the premises is subleased to one or more Affiliate Company or Companies (as defined below) of the Tenant, each of the Tenant's and such Affiliated Companies' imports and exports shall be aggregated for purposes of the above percentages. An Affiliate Company is any partnership or corporation which is controlled by or under common control with, the Tenant.

The property value shall be established by the Town of Islip Assessor using comparables within a three (3) mile area and this value shall be the basis for establishing the real estate tax amount. The Tenant shall have the right, at any time, to bring a proceeding to challenge the assessed value pursuant to all applicable rules, regulations and laws.

In connection with this section, it is agreed that any sub-lease executed by the Tenant with a sub-Tenant shall contain a clause allowing the Landlord the right of access to an examination of the records of the sub-Tenant and its books of account, accounts, dividend sheets, vouchers, and the like and all other records and documentary matter which may reflect the import or export operations of the sub-Tenant and shall have the right to take extracts there from, provided, however, that a Tenant or sub-Tenant not engaged in import or export, shall not be required to provide access to its books and records.

Reports; Tenants and sub-Tenants, are due no later than 5 business days after the one year anniversary of lease commencement. Every year thereafter the report will be due April 16th.

4. Based on the demised premises (3.5 ACRES) described in Appendix A, rent shall be paid in accordance with the following schedule:

Basic Rent Schedule

<u>Year</u>	<u>Per Acre</u>	<u>Per Annum</u>	<u>Per Month</u>
1-5	\$14,415	50,802.50	4,233.52
6-16	\$17,418	60,963.00	5,080.22
11-15	\$20,901	73,153.50	6,096.10
16-20	\$25,081	87,783.50	7,315.26
21-25	\$30,097	105,340.20	8,778.35
26-30	\$36,116	126,407.40	10,533.95
31-35	\$43,339	151,688.80	12,640.73
36-end of term	\$52,007	182,026.60	15,168.88

5. Notwithstanding the foregoing Sections 1 through 4, Landlord and Tenant agree that during the 10 year, 5 month Term of the ADA Sublease, the Base/Basic Rent for the Premises as set forth in Section 4 and the Substitute Rent set forth in Section 3 above, shall be replaced with the following Substitute Rent Schedule:

ALTERNATE RENT SCHEDULE

<u>YEAR</u>	<u>RENT</u>	<u>RENT PER MONTH</u>
March 1, 2012	\$ 70,000.00	\$ 5,833.33
March 1, 2013	\$ 70,000.00	\$ 5,833.33
March 1, 2014	\$ 70,000.00	\$ 5,833.33
March 1, 2015	\$ 70,000.00	\$ 5,833.33
March 1, 2016	\$ 70,000.00	\$ 5,833.33
March 1, 2017	\$ 84,000.00	\$ 7,000.00
March 1, 2018	\$ 84,000.00	\$ 7,000.00
March 1, 2019	\$ 84,000.00	\$ 7,000.00
March 1, 2020	\$ 84,000.00	\$ 7,000.00
March 1, 2021	\$ 84,000.00	\$ 7,000.00
March 1, 2022	\$ 84,000.00	\$ 7,000.00
August 1, 2022 – End of Term		

At the end of the 10 year, 5 month Term of the ADA Sublease, or its earlier termination for any reason, the Alternate Rent Schedule shall terminate and the Base/Basic Rent Schedule shall become the Rent Schedule as of the date of termination, as and for the then current year and month of the Lease Term.

6. The terms of **APPENDIX D** shall remain in effect. Year 1 of **APPENDIX D** shall commence as of the beginning of the Term of the Lease as extended by this Second Amendment, on March 1, 2012.

4. **APPENDIX F** is deleted in its entirety and replaced with the following:

APPENDIX F - OPERATING MAINTENANCE COSTS OF INFRASTRUCTURE

The operating maintenance costs shall be estimated by the Landlord and equal monthly payments shall be made by the Tenant. At the end of each year, an adjustment is to be made by the Landlord to reflect the actual costs of maintenance. The costs shall not exceed \$1,500.00 per year per acre for the first five (5) years. In each succeeding five (5) year period of the Lease Term or any extension thereof, the maximum maintenance fee will be increased by twenty percent (20%) of the previous fee.

The maintenance costs shall include fire protection, road maintenance, removal of snow and ice from roads in the common area, street lighting, road drainage and entranceway maintenance.

The Foreign Trade Zone Authority stipulates that it will contract with only reputable contractors at the best possible costs for the service required.

Based on the demised premises (3.5 Acres) described in Appendix A, costs shall be paid in accordance with the following schedule:

Operating Maintenance Cost Schedule (Maximum)

<u>Year</u>	<u>Per Annum</u>	<u>Per Month</u>
1-5	10,886.40	907.20
6-10	13,063.68	1,088.64
11-15	15,676.41	1,306.36
16-20	18,811.69	1,573.42
21-25	22,574.00	1,881.17
26-30	27,088.80	2,257.40
31-35	32,506.50	2,708.80
36-end of term	39,007.90	3,250.60

USER FEES

All occupants or tenants located in the Foreign Trade Zone (FTZ) building shall pay a yearly user fee in the amount of \$.07 per square foot for that portion of an FTZ building actually occupied.

User fees shall be paid yearly in advance pursuant to the applicable rules and regulations of the Foreign Trade Zone Authority.

Notwithstanding the foregoing, Landlord agrees to suspend the application and collection of the User Fees during the term of the ADA Sublease as set forth in Section 5 above.

5. APPENDIX H is deleted in its entirety.

6. In the event of any discrepancies or inconsistencies between the Lease, the First Amendment and this Second Amendment, the terms of the Second Amendment shall prevail.

[END OF TEXT – SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Lease Agreement to be signed by their respective officers as of the date first above written.

Town of Islip Foreign Trade Zone Authority

By: _____

Name:

Title:

REP 200 Trade Zone LLC

By: _____

Name:

Title:

Consented to:

Town of Islip

By: _____

Name:

Title:

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On the ____ day of _____, 2012, before me came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of TOWN OF ISLIP TRADE ZONE AUTHORITY, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On the ____ day of _____, 2012, before me came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of REP 200 TRADE ZONE, LLC, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On the ____ day of November, 2005, before me came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the TOWN OF ISLIP, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 15

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Town Clerk to advertise for a public hearing to consider enacting a Local Law amending Chapter 48H of the Code of the Town of Islip regarding partial property tax exemption for certain residents

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Ronald F. Devine, Jr.

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: This resolution authorizes the Town Clerk to advertise for a public hearing to consider amending the Islip Town Code, Chapter 48H, to update portions of the Town Code so as to extend a partial property tax exemption to certain un-remarried spouses of deceased volunteer firefighters and ambulance workers.

SPECIFY WHERE APPLICABLE:

Entity or individual benefitted by resolution:	Residents of the Town of Islip
Site or location effected by resolution:	N/A
Cost:	N/A
Budget Line:	N/A
Amount and source of outside funding:	N/A

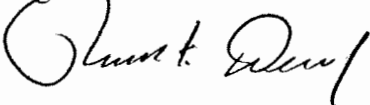
ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an Environmental review is required.

 X No under section II, Sub. B, Number ____ of Town of Islip 617 Check List, no Environmental review is required.

Signature of Commissioner/Department Head sponsor:

Date:



Feb 23, 14

March 6, 2012

WHEREAS, a review of Islip Town Code, Chapter 48H, entitled "TAXATION: EXEMPTION FOR VOLUNTEER FIRE FIGHTER AND AMBULANCE WORKERS" has been conducted by the Assessor's Office and the Office of the Town Attorney; and

WHEREAS, on the basis of said review, certain modifications are deemed appropriate in order to update portions of the Code pertaining to the extension of a partial property tax exemption to certain un-remarried spouses of deceased volunteer firefighters and ambulance workers.

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Town Clerk is authorized to advertise for a public hearing to consider amending Local Law No. 3-2003, Islip Town Code, Chapter 48H, to update portions of the Town Code pertaining to the extension of a partial property tax exemption to certain un-remarried spouses of deceased volunteer firefighters and ambulance workers.

Upon a vote being taken, the result was:

PUBLIC NOTICE

NOTICE IS HEREBY given that the Town Board of the Town of Islip will hold a Public Hearing on _____ at _____ p.m. at _____ to consider adopting a Local Law, amending the Islip Town Code, Chapter 48H, entitled “TAXATION: EXEMPTION FOR VOLUNTEER FIRE FIGHTER AND AMBULANCE WORKERS”, pertaining to extending an existing property tax exemption to the un-remarried widows of volunteer fire fighters and ambulance workers killed in the line of duty. A copy of the proposed ordinance is available at the offices of the Islip Town Clerk, 655 Main Street, Islip, New York.

By: OLGA H. MURRAY
Town Clerk

WHEREAS, a review of the Islip Town Code, Chapter 48H, entitled "TAXATION: EXEMPTION FOR VOLUNTEER FIRE FIGHTER AND AMBULANCE WORKERS" has been conducted by the Assessor's Office and the Office of the Town Attorney; and

WHEREAS, on the basis of said review, certain modifications are deemed appropriate in order to update portions of the Town Code, Chapter 48H, pertaining to the extension of a partial property tax exemption to certain un-remarried spouses of deceased volunteer firefighters and ambulance workers.

WHEREAS, a public hearing was held therefore on _____ to consider enacting a Local Law amending the Islip Town Code, Chapter 48H.

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____, be it

RESOLVED, that the Town Board of the Town of Islip hereby enacts a Local Law, amending the Islip Town Code, Chapter 48H, as follows:

Upon a vote being taken, the result was:

SEE ATTACHED

Additions are indicated by UNDERLINING
DELETIONS are indicated by ~~STRIKEOUTS~~

Chapter 48H. TAXATION: EXEMPTION FOR VOLUNTEER FIRE FIGHTER AND AMBULANCE WORKERS

* * *

§ 48H-3. Exemption granted.

[Amended 2-15-2005 by L.L. No. 1-2005]

Real property owned by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, or such enrolled member and spouse, or the un-remarried spouse of a deceased enrolled member, shall be exempt from taxation to the extent of 10% percent of the assessed value of such property for Town purposes, exclusive of special assessments.

* * *

§ 48H-4A. Continuation of exemption for un-remarried spouses; restrictions.

A. Un-remarried spouses of deceased enrolled members of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service may continue any exemption claimed under such statutes by the deceased enrolled member, provided that either:

(1) Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, and

a. Such deceased volunteer had been an enrolled member for at least 20 years, and

b. Such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

(2) Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service who was killed in the line of duty; and

a. Such deceased volunteer had been an enrolled member for at least five years; and

b. Such deceased volunteer had been receiving the exemption prior to his or her death.

B. This section shall take effect on the first of January next succeeding the date on which it shall have become a local law and shall apply to the taxable status dates occurring on or after such date.

* * *

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 16

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board approval to increase the self-pay comprehensive evaluation intake fee for the Town of Islip ACCESS/ACCESO Alcohol and Drug Counseling and Prevention Program

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Carol Charchalis

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: *All items for Town Board actions must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.*

PURPOSE: *Describe the essence of the attached resolutions and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.*

To authorize ACCESS/ACCESO, the Town of Islip's Division of Alcohol and Drug Abuse Counseling and Prevention Services, to increase the self-pay comprehensive evaluation intake fee from \$65.00 to \$90.00. This increase is consistent with insurance reimbursement standards for comprehensive evaluations, Current Procedural Terminology (CPT) billing code #90801. In addition, ACCESS/ACCESO would increase its sliding fee schedule by \$10.00 across the scale.

These fee increases could potentially increase revenue by \$7,750 based on estimated self-pay client admissions for both programs.

ACCESS increased its intake fee from \$45.00 to \$65.00 in January 2009 to mirror ACCESO's fee and realized a 20.64% increase in self-pay from 2008-2009.

SPECIFY WHERE APPLICABLE:

- | | |
|--|---|
| 1. Entity or individual benefitted by resolution: | Town of Islip Department of Human Services
ACCESS/ACCESO Division |
| 2. Site or location effected by resolution: | ACCESS: 401 Main Street, Islip, NY 11751
ACCESO: 452 Suffolk Avenue, Brentwood, NY 11717 |
| 3. Cost: | There is no cost to the Town. |
| 4. Budget Line: | A4210 & A4215 |
| 5. Budget Line Name (s): | Division of Drug & Alcohol, Alcoholism Clinic |
| 6. Amount and Source of outside funding: | Access: 410,931.00 annually from Suffolk County
Department of Health Services & NYS OASAS
(NYS Office of Alcoholism and Substance Abuse Services) |
| | Acceso: 445,652.00 annually from Suffolk County
Department of Health Services & NYS OASAS
(NYS Office of Alcoholism and Substance Abuse Services) |

ENVIRONMENTAL IMPACT: Is action subject to a SEQRA environmental review?

☐ **Yes** Under Section I, Sub. A, Number _____ of Town of Islip 617 Check list, an environmental review is required.

☒ **No** Under Section II, Sub. _____ Number _____ Of Town of Islip 617 check list, no Environmental review is required.

Signature of Commissioner/Department Head Sponsor:



Carol Charchalis, Acting Commissioner

Date:

2/22/12

WHEREAS, chemical dependency is an increasingly significant problem, particularly among young people; and

WHEREAS, the Town of Islip provides substance abuse counseling services to Town residents through ACCESS/ACCESO, the Town's Division of Alcohol and Drug Abuse Counseling and Prevention Services, at two locations: 401 Main Street in Islip and 452 Suffolk Avenue in Brentwood, in order to address this significant need; and

WHEREAS, ACCESS/ACCESO, the Town of Islip's Division of Alcohol and Drug Abuse Counseling and Prevention Services, would like to increase the self-pay comprehensive evaluation intake fee from \$65.00 to \$90.00 in order to be consistent with industry insurance reimbursement standards for comprehensive evaluations, Current Procedural Terminology (CPT) billing code #90801; and

WHEREAS, ACCESS/ACCESO, the Town of Islip's Division of Alcohol and Drug Abuse Counseling and Prevention Services, also wishes to increase its sliding fee schedule by \$10.00 across the scale to be comparable with other providers; and

WHEREAS, increasing the self-pay comprehensive evaluation intake fee and sliding fee scale will increase revenue and thereby enable the program to continue to meet the treatment needs of Islip Town residents in need of substance abuse counseling services; and

WHEREAS, consistency with industry billing standards and the ability to collect revenue to sustain quality treatment services are paramount objectives for the Town of Islip ACCESS/ACCESO; and

Now, therefore, on motion of

seconded by _____, be it

RESOLVED, that the Town of Islip's Division of Alcohol and Drug Abuse Counseling and Prevention Services ACCESS/ACCESO is authorized to increase its comprehensive evaluation intake fee from \$65.00 to \$90.00 to be consistent with industry insurance reimbursement standards and increase its sliding fee schedule by \$10.00 across the scale to be comparable with other providers; and be it further

RESOLVED, the Comptroller is hereby authorized to make the accounting entries necessary to amend the budget in accordance with the increase in revenue.

Upon a vote being taken, the result was

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 17

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement for DiGiovanna Brothers Landscaping, the lowest responsible bidder, to provide landscaping services for 2012 Baytowne Village Landscape Maintenance Contract

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Dave Janover

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a Sponsor's Memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Acting Town Attorney no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

=====

This Resolution authorizes the Supervisor to enter into contract with **DiGiovanna Brothers Landscaping** (the lowest responsible bidder) for **2012 Baytowne Village Landscape Maintenance**.

SPECIFY WHERE APPLICABLE:

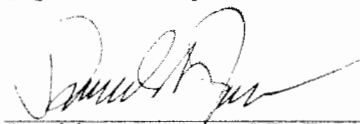
1. Entity or Individual benefitted by resolution: The public
2. Site or location effected by resolution: Baytowne Village, Bay Shore
3. Cost: Total: \$8,575.00
4. Budget Line: SM 03-5140-44300
5. Amount and source of outside funding:

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ YES - Under Section _____ Sub. _____ Number _____ of Town of Islip 617 Check List, an environmental review is required. The New York State Department of Environmental Conservation is the lead agency and all permits have been secured.

 x NO - Under Section II Sub A Number 1e of Town of Islip 617 Check List, no environmental review is required.

Signature of Sponsor:



David A. Janoxer, PE, F, NSPE

2-22-12

Date:

DAJ:ms

Resolution of the Town Board
of the Town of Islip

WHEREAS, the Baytowne Village Drainage Maintenance District was established by Town Board resolution on April 20, 1982, and

WHEREAS, this Special District levied taxes to cover the landscaping costs incurred by the district, and

WHEREAS, an annual contract is executed by the Town for the purpose of the maintenance of the Baytowne Village landscape, and

WHEREAS, a request for bids for the 2012 Baytowne Village Landscape Maintenance contract, was prepared and mailed to landscape contractors, and

WHEREAS, bids were received on February 15, 2012, and

WHEREAS, upon review of the bids, DiGiovanna Brothers Landscaping, P.O. Box 53, Brightwaters, NY 11718 was determined to be the lowest responsible bidder with a bid of \$8,575.00, and

WHEREAS, the Commissioner of Planning and Development, David Genaway, A.I.C.P., and the Town Engineer, David A. Janover, PE, F, NSPE, recommend approval of this resolution;

NOW, THEREFORE, UPON a motion by Councilperson _____ seconded by Councilperson _____; be it

RESOLVED that the Supervisor is authorized to enter into contract with DiGiovanna Brothers Landscaping, (the lowest responsible bidder) for 2012 Baytowne Village Landscape Maintenance, in the amount of \$8,575.00 and be it

UPON a vote being taken the result was:

BID ANALYSIS

2012 Baytowne Village Landscape Maintenance

Bid Date: February 15, 2012

Contractor Name:	Bid Price:
DiGiovanna Brothers Landscape	\$8,575.00
Quintal Contracting Corp.	No bid
Sipala Landscaping Services	No bid

DAJ:ms

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 18

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute an amendment to the agreement with R&W Engineers, P.C., for additional services under the Bay Shore Marina Bulkhead Phase IV Contract

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Dave Janover

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a Sponsor's Memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Acting Town Attorney no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

This Resolution authorizes the Supervisor to enter into an Amendment to the Agreement with R & W Engineers, P.C., for the Professional Services Agreement for " Bay Shore Marina Bulkhead Phase IV".

SPECIFY WHERE APPLICABLE:

1. Entity or Individual benefitted by resolution: The Public
2. Site or location effected by resolution: Bay Shore Marina, Bay Shore, NY
3. Cost: Total: \$33,195.00
4. Budget Line: bulkheading account #H08-1650.3-1550 *bx*
5. Amount and source of outside funding: none

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

YES - Under Section 1, Sub. _____ Number _____ of Town of Islip 617 Check List, an environmental review is required. All regulatory permits will be procured prior to construction.

- ✓ NO - Under Section II, Sub A Number 1a of SEQRA 617.5 Check List, no environmental review is required.

Signature of Sponsor :

David Genaway
David Genaway, AICP, Commissioner

2/23/12
Date

DG:ms



Dated: _____

RESOLUTION OF THE TOWN BOARD
OF THE TOWN OF ISLIP

WHEREAS, a Professional Services Agreement was created between the Town of Islip and R& W Engineers, P.C., 131 East Main Street, Bay Shore, New York, 11706, ("the Consultant") because the Town required professional services for the "Bay Shore Marina Phase IV" improvements, and

WHEREAS, the Town decided to expand the scope of the improvements and requested additional design and construction services from the Consultant, and

WHEREAS, the Consultant, R& W Engineers, P.C. provided a proposal for the additional services for a total increase to the contract price in the amount of \$33,195.00, and

WHEREAS, pursuant to paragraph 9 of the Agreement, any changes in the scope of services of the Consultant, which are mutually agreed upon by and between the Town and the Consultant, will be incorporated in written Amendments to the Agreement, and

WHEREAS, the Commissioner of Parks and Recreation, Joseph Montuori and the Town Engineer, David A. Janover, PE, F. NSPE, recommend approval of this resolution, and

WHEREAS, funding for the additional services has been set up through the Department of Parks and Recreation budget line for Bulkheading, account number; H08-1650.3-1550, and

WHEREAS, there has been a determination of no significant environmental impact:

NOW, THEREFORE UPON a motion by Councilperson _____
seconded by Councilperson _____, be it

RESOLVED that the Supervisor is authorized to enter into an Amendment to the Agreement with R& W Engineers, P.C., for the Professional Services Agreement for the " Bay Shore Marina Bulkhead Phase IV", in the amount of \$33,195.00.

UPON a vote being taken the result was:

AMENDMENT TO AGREEMENT
Between
THE TOWN OF ISLIP AND R & W ENGINEERS, P.C.

Amendment to Agreement ("the Agreement"), annexed hereto and made a part hereof, between TOWN OF ISLIP, a municipal corporation with offices at 655 Main Street, Islip, New York ("the Town") and R & W Engineers, P.C. , 131 East Main Street, Bay Shore, New York, 11706 ("the Consultant").

WHEREAS, pursuant to paragraph 9 of the Agreement, any changes in the scope of services of the Consultant, which are mutually agreed upon by and between the Town and the Consultant, will be incorporated in written Amendments to the Agreement.

W I T N E S S E T H

It is agreed by and between the parties hereto as follows, and as described in attachment "A" and attachment "B":

Design Phase:

1. At the request of the Town, the Consultant provided survey, engineering and drafting tasks changing and increasing the original scope of work for the Bay Shore Marina Bulkhead Phase IV Improvements.
2. The Consultant assisted the Town in assessing grab samples from the mudline in the marina area.

Additional lump sum fee for Design Phase:

\$11,595.00

Construction Phase:

1. Due to the increase in the scope of work the Consultant has to increase the number of inspection hours from 4hrs per day to 6hrs per day in order to complete construction in the established allowable construction time of 120 calendar days.
2. In addition, the Town put the project on hold while other improvements were designed and constructed by others. As a consequence the hourly rate of \$90.00 per hour for construction inspection, based on construction being performed in 2010-2011 has increased to \$100.00 per hour.
3. At the request of the Town the Consultant has agreed to maintain the inspection rate at the newly proposed rate of \$100.00 per hour through the year 2014.

Construction Phase fee:

90days x 6hrs/day x 100.00/hour: \$54,000.00

Less original inspection fee: \$32,400.00

Construction Phase increase: \$21,600.00

The total increase to the contract:

\$33,195.00

Notary Public

R & W / ENGINEERS, P.C.

131 East Main Street 131-133

Bay Shore, New York 11706

Larry A. Robinson, P.E.
Michael L. Williams, P.E.

(631) 969-8535
Fax (631) 969-8518

August 5, 2011

Town of Islip Department of Planning and Development
Division of Engineering and Contracts
One Manittton Court
Islip, New York 11751

Att: Mr. David A. Janover, P.E.
Town Engineer

Re: Bay Shore Marina Bulkhead Phase IV and Utility Improvements
Town Contract No. DPD 02-2011

Dear Dave:

As we discussed, R&W provided survey, engineering and drafting tasks beyond the original scope of services that was outlined in our agreement with the Town of Islip for the above referenced project which was authorized on December 17, 2009. Please note that R&W delivered design plans and specifications, suitable for bidding, on March 30, 2010 but the project was put on hold while the spray park and the parking lot improvements were designed and constructed, by others.

Changes to the originally completed design drawings include, but is not limited to, the following items:

1. Changes to the parking lot islands and striping.
2. Additional drainage to alleviate parking lot flooding in the modified parking lot.
3. Expansion of the proposed limits of paving to include areas disturbed by previously installed utilities.
4. Introduction of a landscape plan to provide improved aesthetics in and around the existing monument area and around area of the proposed improvements in general.
5. Introduction of expanded decking and seating for the Lauren Christie area.
6. Introduction of dedicated electric and water facilities for the boat slips located adjacent to the bulkhead.
7. Expansion of the project limits to include refacing a portion of the existing boat launch area and the existing bulkhead located north of the boat launch area.
8. Introduction of drop curbs and walk ways along the parking area west of M through O docks. Also, inclusion of sidewalk on the north side of the boat ramps to allow improved pedestrian access thereto.
9. Introduction of lighting to illuminate the existing flag pole.
10. Replacement of existing box lights with decorative poles and fixtures to

- match that provide in the improved parking and traffic circulation areas.
11. Modification to the details for the proposed benches to include theft deterrents.
 12. Introduction of concrete slabs and masonry enclosures for the existing dumpsters in the Phase IV area and around the facility.
 13. Modification of the technical specifications to eliminate, as permitted by the Town Attorney, "Or Equal" clauses for manufactured items that are to match the Phase II project specifications.
 14. Modification of the technical specifications to create various items for handling and disposing of dredge spoil and concrete rubble created by the demolition of the existing sidewalks, curbs, etc.

In addition, R&W assisted the Town in assessing grab samples from the mudline in the marina area on Wednesday, August 3, 2011.

R&W has compiled the total hours expended by personnel, task and billing rate in completing the Town requested changes to the plans and has attached a spreadsheet outlining same herewith. **We respectfully request that the design portion of our original contract be increased to cover the total additional cost of \$11,595.00**

Upon approval of the additional design fee, R&W will submit an actual request for payment on the requisite Town voucher.

Regarding services during construction, R&W's Contract includes \$32,400.00 at a reimbursable rate of \$90.00. This figure was estimated based on 90 working days and 4 hours per day. Please note that the 90 working days fits the Town's established allowable construction time of 120 calendar days. However, the Town has increased the scope of work which we anticipate will require additional daily engineering services during construction to ensure that the construction meets the design intent. In addition, the rate of \$90.00 per hour was based on the construction being performed in 2010-2011. The inspection rate has increased to \$100.00 per hour for 2011-2012.

Therefore, we propose the following increase to our Contract for services during construction.

90 days x 6 hrs / day x \$100.00 / hour	=	\$54,000.00
Less	=	\$32,400.00
Increase	=	\$21,600.00

The total increase to R&W's Contract would be the sum of \$11,595.00 and \$21,600.00 for a total of \$33,195.00

It is our opinion that the proposed increase is substantiated by time already expended on behalf of the assignment and the Town's desire to increase daily inspection activities as was requested on the Ocean Avenue Dock project.

Town of Islip
August 5, 2011
Bay Shore Marina Phase IV
Page 3

Should you have any questions or require any additional information, please contact our office.

Very truly yours,
R & W / ENGINEERS, P.C.

Michael L. Williams

Michael L. Williams, P.E.
Vice President

w/ encl.

"B"

R & W / ENGINEERS, P.C.

131 East Main Street 131-133

Bay Shore, New York 11706

Larry A. Robinson, P.E.
Michael L. Williams, P.E.

(631) 969-8535
Fax (631) 969-8518

January 24, 2012

Town of Islip Department of Planning and Development
Division of Engineering and Contracts
One Manittton Court
Islip, New York 11751

Att: Mr. David A. Janover, P.E.
Town Engineer

Re: Bay Shore Marina Bulkhead Phase IV and Utility Improvements
Town Contract No. DPD 02-2011

Dear Dave:

Please be advised that it is R & W / Engineers, P.C. (R&W's) intention to maintain the inspection rate for the above referenced project at \$100.00 per hour through the year 2014 year. This letter shall supplement our August 5, 2011 letter to the Town which outlined a proposed design fee increase based on an expanded work scope requested by the Town of Islip. It is our understanding that the construction was originally scheduled for the 2011 / 2012 winter but that construction was postponed due to necessary repairs at the East Islip Marina.

Should you have any questions or require any additional information, please contact our office.

Very truly yours,
R & W / ENGINEERS, P.C.

Michael L. Williams

Michael L. Williams, P.E.
Vice President

**PROFESSIONAL SERVICES
AGREEMENT**

FOR

**BAY SHORE MARINA
PHASE IV**

BETWEEN

R&W / ENGINEERS, P.C.

AND

THE TOWN OF ISLIP

This Professional Services Agreement was made on Dec 16, 2009 by and between the Town of Islip, a municipal corporation duly created and existing under the laws of the State of New York, having its principal place of business at 655 Main Street, Islip, New York 11751 (hereinafter referred to as "the Town"), and R&W / Engineers, P.C., 131 East Main Street, Bay Shore, N.Y. 11706 (hereinafter referred to as "the Consultant").

It was created because the Town requires professional services for the Bay Shore Marina Phase IV and the Consultant is qualified and experienced in performing such services.

The parties agree as follows:

1. Responsibility of Consultant.

(a) The Consultant will perform the work as described in the attached Town of Islip Engineering Department's "Scope of Work" and in attachment "A" the Consultant's October 1, 2009, "Proposal for Engineering Services, Bay Shore Marina Phase IV".

(b) The Consultant agrees that this project is a turnkey one under which no technical support services from the Town will be provided.

(c) The Consultant agrees that if any conditions or requirements set forth in this Agreement are in any way incompatible or conflictive with complementary documents and/or amendments, and/or other agency requirements, then the Town can impose the most restrictive one.

(d) The Consultant will be responsible for the professional quality, technical accuracy, other services provided under this Agreement. The Consultant will, without additional compensation, correct or revise any errors or deficiencies as may be required to complete the project.

(e) Neither the Town's review, approval, or acceptance of, nor payment for, any of the services required under this Agreement will be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable law for all damages to the Town caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(f) The Consultant will obtain, at its own cost and expense, all necessary insurance, licenses, etc. and will comply with all Town, County, State and Federal laws, orders, and regulations. Permit or application fees, specific to the project described herein, will be paid by the Town.

(g) All services required will be performed personally by the Consultant. None of the work

or services performed under this Agreement will be subcontracted without the Town's prior written approval.

(h) The Consultant will visit the location(s) and meet with such appropriate Town personnel and agents as the Town deems necessary to carry out this Agreement.

(i) Consultants will supply the Town and appropriate regulatory agencies with necessary review and application documents and a nominal number of plans and specifications. Mass printing of plans and specifications for bidding and issuance to contractors will be performed by the Town.

2. Time of Performance. The services will commence at the time that the Consultant is notified to proceed and will continue through completion of the project. Notice to proceed will be via a written or verbal directive issued by the Town. Within one (1) week of the Consultant's receipt of said notice, a schedule, detailing all phases of work outlined herein and benchmark dates for completion of same, will be submitted to the Town for review and approval. The work will be performed under the direction of the Town Engineer.

3. Compensation. The Town will pay the Consultant for a lump sum fee of Twenty-Eight-Thousand-Five-Hundred-Dollars (\$28,500.00) for the Design Phase, as described in the Consultant's October 1, 2009 proposal. The Construction Inspection Phase will be paid at an hourly service rate as described in the Consultant's October 1, 2009 proposal, not to exceed the recommended budget amount of Thirty-Two-Thousand-Four-Hundred-Dollars (\$32,400.00). As Built Drawing services will be provided for the lump sum fee of Three-Thousand-Five-Hundred-Dollars (\$3,500.00). Hourly rates can not be increased without the approval of the Town Engineer. Additional services can only be provided with the express approval of the Town Engineer.

4. Method of Payment. Payment for services performed under this Agreement shall be made upon approval by the Town of a properly completed Requisition for Payment form, furnished by the Town, certifying the completion of the work. Payment shall be based upon verified payroll reports approved by the Town, less ten percent (10%) which will be payable upon satisfactory project completion.

5. Additional Rights and Remedies. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

6. Independent Consultant. The relationship of the Consultant to the Town arising out of this Agreement is that of an independent Consultant. The Consultant will have no power or authority to act for, represent, or bind the Town in any manner, and will not be entitled to any life insurance or other benefits afforded to the regular employees of the Town.

7. Delays. The Town will have the right to delay, postpone or suspend the services of the Consultant at any time and for any reason deemed to be in the best interest of the Town. In such events, the Consultant will be paid such sums as will be determined by the Town to be due and owing for services actually rendered to the date of delay, postponement or suspension. Such delay, postponement or suspension will not give rise to any cause of action for damages or for extra remuneration against the Town.

8. Termination

(a) The Town may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, either for the Town's convenience or because of the failure of the Consultant to fulfill its Agreement obligations. Upon receipt of such notice, the Consultant will: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town all data, drawings, specifications, reports estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Town, an equitable adjustment in compensation will be made, but no amount will be allowed for anticipated profit or unperformed services. The Consultant will be paid for its services based on the work performed up to the date of termination.

(c) If the termination is due to the failure of the Consultant to fulfill its Agreement obligations in a timely and proper manner as provided for in this Agreement, the Town may complete the project in a manner which is in the Town's best interest. In such case, the Consultant will be liable to the Town for any additional cost incurred by the Town to complete the project and/or correct.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the Town. In such event, adjustment in compensation will be made as provided in paragraph "b" of this clause.

9. Changes. The Town may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Town and the Consultant, will be incorporated in written amendments to this Agreement.

10. Assignability. The Consultant will not assign any interest in this Agreement, and will not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Town thereto; provided however, that claims for money due to the Consultant from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Town and, until such notice is received, the assignment will be ineffective against the Town.

11. Interest of Consultant. The Consultant covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

12. Property Rights. All work produced, and the product of all services rendered by the Consultant pursuant to this Agreement, will be the property of the Town. The Consultant agrees that any work based on the services rendered under this Agreement will be kept in confidence and not be released, published or disseminated in any form without the consent, in writing, of the Town.

13. Right to Data. The Town will have unlimited rights, for benefit of the Town, to all drawings, designs, specifications, notes, reports, summaries, estimates and other work developed in the performance of this Agreement without additional cost to the Town; and with respect thereto, the Consultant agrees to and does hereby grant to the Town a royalty-free license to all such data which it may cover by copyright and to all designs as to which it may assert any rights or establish any claim under the design patent or copyright laws. The Consultant, for a period of three (3) years after completion of the project, agrees to furnish and to provide access to the original or copies of all such materials on the request of the Town.

14. Disputes. Pending final decision or determination by a Court of competent jurisdiction of a dispute arising under this Agreement, the Consultant will proceed diligently with performance in accordance with the Agreement and in accordance with the Town's direction.

15. Final Payment. Prior to final payment under the contract, or prior to settlement upon termination of the contract, and as a condition precedent thereto, the Consultant will execute and deliver to the Town a release of all claims against the Town arising under or by virtue of this contract.

16. Successors and Assigns. The Town and the Consultant each binds himself, his partners, successors and assignees to the other party to this Agreement and to the partners, successors and assigns of such other party in respect of all covenants of this Agreement. Neither the Town nor the Consultant will assign, sublet or transfer his interest in the Agreement without the written consent of the other.

17. Non-discrimination. The Consultant will not discriminate against any employee or applicant for employment because of gender, race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to gender, race, creed, color or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the consultant, the words "EQUAL OPPORTUNITY EMPLOYER" will appear in type twice as large as that used in the body of the advertisement.

18. Insurance. The Consultant will not commence any work, and the Consultant will not permit any employee or subcontractor to commence any work until satisfactory carriage of all required forms of insurance, as set forth below are submitted to and approved by the Town.

A. Professional Liability Insurance. The Consultant will provide to the Town proof that it carries Professional Liability Insurance providing coverage in an amount of at least one million dollars (\$1,000,000.00) protecting against negligence based upon the Consultant's failure to meet professional standards and resulting in obvious or patent errors or omissions in Consultant's work.

B. Comprehensive General Liability Insurance. The Consultant will take out and maintain during the life of this contract such Comprehensive General Liability Insurance as will protect it and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property or by its subcontractor, or by any directly or indirectly employed by either of them. The amounts of such insurance will be as follows:

Comprehensive General Liability Insurance in an amount of not less than one million dollars (\$1,000,000.00) combined single limit for bodily injuries, including wrongful death to any one person, and property damage for each occurrence.

C. Workers' Compensation and Disability Benefits. The Consultant will take out and maintain, during the life of this contract, Workers' Compensation and Disability Benefits Insurance for all its employees employed at the site of the project. In case of any of the work being sublet, the Consultant will require the subcontractor similarly to provide Workers' Compensation and Disability Benefits Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant.

D. Auto. The Consultant shall take out and maintain, during the life of this contract auto insurance in the amount of one million dollars (\$1,000,000.00) combined single limit.

E. Proof of Carriage of Insurance. The Consultant will furnish the Town with certificates of insurance for each type of insurance required, indicating the Town as additional insured.

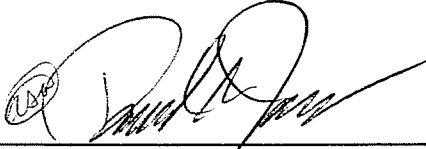
All of the above insurances shall be primary.

All certificates and insurance policy will bear the policy numbers, the expiration date of the policy and the limits of liability thereunder. Both the certificates and the policy will be endorsed to provide the Town with any notice of cancellation at least ten (10) days prior to the actual date of such cancellation.

Failure to maintain the required insurance will be grounds for termination for default.


IN WITNESS WHEREOF, the Town of Islip and Michael L. Williams, P.E., R&W / Engineers, P.C., have executed this Agreement as of the day and year first above written.

TOWN OF ISLIP

BY: 

DAVID A. JANGOVER, P.E.
TOWN ENGINEER

R&W / ENGINEERS, P.C.

BY: 

MICHAEL L. WILLIAMS, P.E.
VICE PRESIDENT

ACKNOWLEDGMENT OF OFFICER OR OWNER ATTESTING CONTRACT

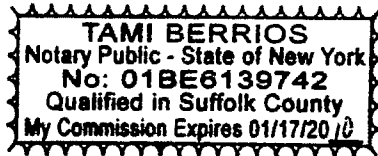
STATE OF NEW YORK)

SS:

COUNTY OF SUFFOLK)

On the 23 day of November, 2009, before me

the undersigned, personally appeared MICHAEL L WILLIAMS
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the
instrument.



[Signature]
Notary Public

ACKNOWLEDGMENT OF OFFICER OF TOWN ATTESTING CONTRACT

STATE OF NEW YORK)

SS:

COUNTY OF SUFFOLK)

On the 16 day of December, 2009, before me

the undersigned, personally appeared David A. Janover, P.E.
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the
instrument.

[Signature]
Notary Public

Contract ID: Bay Shore Marina Phase IV

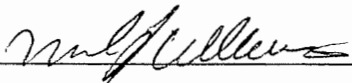
Dated: November 23, 2009

CERTIFICATION

The undersigned hereby certifies that:

1. S/He is the contractor in the annexed contract or is a/an partner/officer/director of the partnership/corporation named therein duly authorized to execute this certification.
2. By executing this document, contractor certified to the Town of Islip that:
 - a. Contractor is aware of the provisions of the Federal Immigration and Nationality Act, including 8 U.S.C.A. 1324-A, which prohibits the employment of unauthorized aliens; and
 - b. Contractor is in compliance with same;
3. Contractor is aware that the Town of Islip will rely on this certification in entering into the aforesaid agreement.
4. Contractor is aware that a violation of the provisions of the aforesaid Immigration and Nationality Act shall result in a material breach of this agreement and shall further result in Contractor being ineligible to participate in any Town of Islip bids for a period of one (1) year and from holding any contracts with the Town of Islip for said period.

Dated: November 23, 2009

SIGNATURE: 

NAME OF SIGNATORY (print): MICHAEL L. WILLIAMS

NAME OF CONTRACTOR (print): R + K / ENGINEERS, PC.

Town of Islip

Request for Professional Services

The Town of Islip hereby requests a quote for professional services described as follows:

SCOPE OF SERVICES

Proposals for professional engineering services are requested for the preparation of construction plans and specifications for improvements at the Bay Shore Marina. Plans must be prepared for installation of new vinyl sheet pile bulkhead, dredging, boardwalk, lighting and associated improvements (i.e. water service to floating docks, electrical service to floating docks, parking lot repair, access ramps to boardwalk, etc.) along the northerly side of the Bay Shore Marina facility continuing along the northerly side of the Marina and then terminating at the existing boat launching ramp (approximately 1,125 linear feet). The vinyl sheet piling would be installed in line with the existing bulkhead and replace the existing timber pile bulkhead. Permits from the agencies of jurisdiction have been obtained and will be provided to the consultant. An evaluation and analysis of the proposed design must be provided regarding the selection of materials for durability and compatibility with existing materials and cost/benefit analysis. This analysis must also address the timely availability of the selected material and an estimate of the project schedule. The final design shall also include an Engineer's Estimate for construction costs. The final construction plans must be suitable for solicitation of bids from qualified contractors and show all necessary details for installation of the structure including joining and fastening of members. A set of bid specifications suitable for solicitation of bids is required. After selection of a qualified contractor, inspection services would be required. A set of "as built" plans must be delivered to the Town of Islip after project completion.

R & W / ENGINEERS, P.C.

**131 East Main Street
Bay Shore, New York 11706
e-mail : randweng@aol.com**

Larry A. Rubinson, P.E.
Michael L. Williams, P.E.

(631) 969-8535
Fax (631) 969-8518

October 1, 2009

Town of Islip Department of Planning and Development
Division of Engineering and Contracts
One Manittton Court
Islip, New York 11751

Att: Mr. David A. Janover, P.E.
Town Engineer

**Re: Engineering Services Proposal
Bay Shore Marina – Phase IV**

Dear Mr. Janover:

Pursuant to the Town of Islip's "Request For Professional Services", R & W / Engineers, P.C. (R&W) is pleased to provide this proposal for engineering services relating to the design of bulkhead and utility improvements located within the Bay Shore Marina at the end of South Clinton Avenue in Bay Shore, New York.

This proposal includes the preparation of plans and specifications for reconstruction of approximately 1,125 linear feet of timber bulkhead with new vinyl sheet pile bulkhead, dredging, boardwalk, lighting and associated improvements including, but not limited to, water and electric services to the docks.

It is our understanding that the Town of Islip has secured the necessary permits for the proposed construction.

R&W will provide the following services:

Design And Bid Phase

1. Confirmation of existing conditions

R&W will confirm existing conditions via physical survey of the existing bulkhead, mudline, pavement, curbs etc.

2. Design Documents

R&W will provide engineered design plans for the construction of the proposed bulkhead and the related improvements. The engineered design plans will be a complete set of drawings that will be of sufficient detail for solicitation of bids by Contractors. R&W will prepare a design manual that

will outline all assumptions made for the design and contain information on the main structural components of the bulkhead design. R&W will design the bulkhead using the same materials used for the adjacent bulkhead that was reconstructed in 2009.

The design drawings will include the replacement of the existing timber bulkhead from the west end of the bulkhead replacement completed in 2009 to the boat ramp. The boat ramp area will be redesigned to be in conformance with applicable ADA standards.

The design will include the introduction of two (2) new transformers, to be located on the vault provided in the 2009 contract work.

The design will include a boardwalk at the same elevation as that provided in the 2009 contract work. The boardwalk will include lighting, similar to that provided in the 2009 contract work.

3. Bid Services

R&W will prepare plans and specifications for the purpose of receiving construction bids from Contractors to perform the proposed improvements. The plans and specifications will include all details of construction and technical specifications of all critical components of the design. R&W will review all bids received and make a recommendation to the Town Board for award of a construction Contract.

R&W anticipates meeting with the Town to discuss the overall scope of services to be performed prior to commencing with the work. We also anticipate a meeting once the plans are completed and prior to issuing the documents for bid. After receiving comments from the Town, R&W will finalize the plans and specifications and provide same to the Town for reproduction for bidding purposes.

R & W / Engineers, P.C. lump sum fee for the Design and Bid services outlined above is Twenty Eight Thousand Five Hundred Dollars (\$28,500.00).

Services During Construction Phase

For Engineering Services During Construction, R&W will provide the following services:

1. Review of Shop Drawings
2. Field Inspections
3. On site meetings
4. Record drawing and As Built plan preparation

R & W / Engineers, P.C. lump sum fee for the Services During Construction services outlined above is Thirty Two Thousand Four Hundred Dollars (\$32,400.00).

Please note that this is a recommended budget and R&W will only bill for actual hours expended on behalf of the outlined services. The recommended budget is based on an estimated construction time of 90 working days with R&W providing 4 hours per day of service at a rate of \$90.00 / hour. R&W would not exceed the budget without prior authorization from the Town Board.

As Built Drawings

Following completion of construction, R&W will perform a location and elevation survey of the construction and will provide the Town of Islip with a set of As Built Drawings. The As Built Drawings will include, but not be limited to, the bulkhead and boardwalk alignment, bench and light pole locations, transformer locations and component installations, water service locations, curb and pavement restoration location and limits, etc.

R&W will provide the Town of Islip with an Autocad file of the as built drawings along with a set of paper prints.

R & W / Engineers, P.C. lump sum fee for the As Built Drawings services outlined above is Three Thousand Five Hundred Dollars (\$3,500.00).

We trust you find this proposal to be in conformance with your request and we look forward to providing engineering services to the Town of Islip.

Should you have any questions or wish to further discuss the above, please telephone our office.

Very truly yours,

R & W / Engineers, P.C.

Michael L. Williams

Michael L. Williams, P.E.
Vice President

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 19

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute an amendment to the agreement with L.K. McLean Associates for additional services under the Maple Avenue Dock Bulkhead and Utility Improvements Contract

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Dave Janover

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a Sponsor's Memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Acting Town Attorney no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

This Resolution authorizes the Supervisor to enter into an Amendment to the Agreement with L.K., McLean Associates, for the Professional Services Agreement for "Maple Avenue Dock, Bulkhead and Utility Improvements".

SPECIFY WHERE APPLICABLE:

1. Entity or Individual benefitted by resolution: The Public
 2. Site or location effected by resolution: Maple Avenue Dock, Bay Shore, NY
 3. Cost: Total: \$77,409.30
 4. Budget Line: bulkheading account # H08-1650.3-1550 *pa*
 5. Amount and source of outside funding: none
-

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

YES - Under Section 1, Sub. _____ Number _____ of Town of Islip 617 Check List, an environmental review is required. All regulatory permits will be procured prior to construction.

✓ NO - Under Section II, Sub A Number 1a of SEQRA 617.5 Check List, no environmental review is required.

Signature of Sponsor :

David Genaway
David Genaway, AICP, Commissioner

2/23/12
Date

DG:ms



Dated: _____

RESOLUTION OF THE TOWN BOARD
OF THE TOWN OF ISLIP

WHEREAS, a Professional Services Agreement was created between the Town of Islip and L.K. McLean Associates, P. C., 437 South Country Road, Brookhaven New York, 11719, ("the Consultant") because the Town required professional services for the design and construction of the "Maple Avenue Dock, Bulkhead and Utility Improvements", and

WHEREAS, the Town has subsequently secured a grant from the Federal Highway Administration for the "Maple Avenue Dock Improvements" and that grant requires that the plans must now comply with New York State Department of Transportation contract standards and construction management, and

WHEREAS, in compliance with the Grant requirements the Town requested a proposal from L.K. McLean Associates, P.C., for a "Supplemental for Plan & Specification Revisions and Construction Oversight and Inspection", and

WHEREAS, L.K. McLean Associates, P.C. provided a proposal for the additional services for a total increase to the contract price in the amount of \$77,409.30, and

WHEREAS, pursuant to paragraph 9 of the Agreement, any changes in the scope of services of the Consultant, which are mutually agreed upon by and between the Town and the Consultant, will be incorporated in written Amendments to the Agreement, and

WHEREAS, the Commissioner of Parks and Recreation, Joseph Montuori and the Town Engineer, David A. Janover, PE, F. NSPE, recommend approval of this resolution, and

WHEREAS, funding for the project has been set up through the Department of Parks and Recreation budget line for bulkheading, account number; H08-1650.3-1550, and

WHEREAS, there has been a determination of no significant environmental impact:

NOW, THEREFORE UPON a motion by Councilperson _____
seconded by Councilperson _____, be it

RESOLVED that the Supervisor is authorized to enter into an Amendment to the Agreement with L.K. McLean Associates, for the Professional Services Agreement for the "Maple Avenue Dock, Bulkhead and Utility Improvements", in the amount of \$77,409.30,

UPON a vote being taken the result was:

Memo



Town of Islip Department of Planning & Development - West

Town Hall West
401 Main Street - Room 228
Phone 1309 Fax 5655

To: Dave Janover, P.E., F.N.S.P.E., Town Engineer
From: Thomas J. Marquardt, A.I.C.P., Principal Planner
Date: January 22, 2012
Subject: Maple Ave. Dock, Bay Shore - Professional Services Agreement

The Town of Islip has received a proposal from L.K. McLean Associates to provide professional engineering services for the Maple Avenue Dock renovation project. This proposal was necessary, as the previous contract and account had not been utilized for some time. The consultant updated the scope of services that would be required for completion of this project in compliance with NYSDOT and FHWA standards. This would provide for a clear understanding of the services that would be necessary to comply with the Ferry Boat Discretionary Fund grant and clarify the accounting process for the Comptroller and Parks Dept.

McLean Associates had been retained to develop the plans and specifications sometime in 2005 and have produced the plans that were approved by the NYSDEC and ACOE. The FBD program requires that the plans must now comply with NYSDOT contract standards and construction management. The grant was partially awarded on the basis that we are able to produce a construction project rapidly due to developed plans and engineering capabilities that will comply with the grant requirements. McLean Associates has unique knowledge of this project and has the experience to produce plans and specifications that meet NYSDOT standards.

The proposal will provide us with the services that will enable us to receive the \$2.44 mil in FHWA funds and the \$750,000 from the NYS EDAP grant. The \$77,409.30 total cost will be spread out over the design and construction phase of the project. The current charges that are due for ongoing work would also be paid against this new proposal rather than using the existing, old account. Please evaluate their proposal and determine if the services and fees are commensurate with the project needs. If acceptable, then we can prepare an amended personal service agreement; as recommended by the Town Attorney at our 2/17/12 meeting.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 20

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Town Board authorization for the issuance of General Obligation
Refunding Bonds in order to refinance existing General Obligation
Bonds**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Joseph Ludwig

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**TOWN of ISLIP
SPONSOR=S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor=s memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Town Board authorization for the issuance of General Obligation Refunding Bonds in order to refinance existing General Obligation Bonds

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

2. Site or location effected by resolution:

3. Cost:
4. Budget Line:
5. Amount and source of outside funding:

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A., Number ___ of Town of Islip 617 Check List, an environmental review is required.

____x____ No under Section II, Sub. ___, Number ___ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.

Joseph Ludwig

2/27/21

Date

REFUNDING BOND RESOLUTION OF THE TOWN OF ISLIP,
NEW YORK, ADOPTED MARCH 6, 2012, AUTHORIZING THE
REFUNDING OF CERTAIN OUTSTANDING BONDS OF SAID
TOWN, STATING THE PLAN OF REFUNDING,
APPROPRIATING AN AMOUNT NOT TO EXCEED
\$36,810,000 FOR SUCH PURPOSE, AUTHORIZING THE
ISSUANCE OF NOT TO EXCEED \$36,810,000 REFUNDING
BONDS TO FINANCE SAID APPROPRIATION, AND MAKING
CERTAIN OTHER DETERMINATIONS RELATIVE THERETO

Recitals

WHEREAS, the Town of Islip, in the County of Suffolk, New York (herein called the "Town"), has heretofore issued on June 20, 2001 its \$21,845,000 Public Improvement (Serial) Bonds, 2001 (the "2001 Series A Bonds"), which are currently outstanding in the principal amount of \$9,280,000 (the "Outstanding 2001 Bonds"), and which were originally issued pursuant to various duly adopted bond resolutions to finance the purposes set forth in Exhibit A-1; and

WHEREAS, the Outstanding 2001 Bonds mature on June 15 in the years and in the principal amounts and bear interest payable semiannually on June 15 and December 15 in each year to maturity, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$1,690,000	4.375%
2013	1,780,000	4.500
2014	1,850,000	4.625
2015	1,930,000	4.625
2016	2,030,000	4.750

WHEREAS, the 2001 Bonds maturing on or before June 15, 2011 are not subject to redemption prior to maturity. The Bonds maturing on or after June 15, 2012 are subject to redemption prior to maturity, at the option of the Town, on June 15, 2011 and thereafter on any date, as a whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the price equal to the par principal amount, plus accrued interest to the date of redemption

WHEREAS, the Town has heretofore issued on May 30, 2002 its \$16,620,000 Public Improvement (Serial) Bonds, 2002 (the “2002 Bonds”), which are currently outstanding in the principal amount of \$8,090,000 (the “Outstanding 2002 Bonds”), and which were originally issued pursuant to various duly adopted bond resolutions to finance the purposes set forth in Exhibit A-2; and

WHEREAS, the Outstanding 2002 Bonds mature on May 15 in the years and in the principal amounts and bear interest payable semiannually on May 15 and November 15 in each year to maturity, as follows

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$1,195,000	4.30%
2013	1,250,000	4.40
2014	1,310,000	4.50
2015	1,375,000	4.60
2016	1,445,000	4.75
2017	1,515,000	4.80

WHEREAS, the 2002 Bonds maturing on or before May 15, 2012 are not subject to redemption prior to maturity. The Bonds maturing on or after May 15, 2013 are subject to redemption prior to maturity, at the option of the Town, on May 15, 2012 and thereafter on any date, as a whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the price equal to the par principal amount, plus accrued interest to the date of redemption.

WHEREAS, the Town has heretofore issued on June 15, 2004 its \$29,720,000 Public Improvement (Serial) Bonds, 2004 (the "2004 Bonds"), which are currently outstanding in the principal amount of \$18,440,000 (the "Outstanding 2004 Bonds"), and which were originally issued pursuant to various duly adopted bond resolutions to finance the purposes set forth in Exhibit A-3; and

WHEREAS, Outstanding 2004 Bonds mature on June 15 in the years and in the principal amounts and bear interest payable semiannually on December 15 and July 15 in each year to maturity, as follows

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$2,110,000	4.125%
2013	2,205,000	4.125
2014	2,305,000	4.125
2015	2,415,000	4.250
2016	2,520,000	4.250
2017	2,640,000	4.375
2018	2,765,000	4.500
2019	1,480,000	4.500

WHEREAS, maturing on or before June 15, 2013 will not be subject to redemption prior to maturity. The Bonds maturing on or after June 15, 2014 will be subject to redemption prior to maturity, at the option of the Town, on June 15, 2013 and thereafter on any

date, as a whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the price equal to the par principal amount, plus accrued interest to the date of redemption.

WHEREAS, Section 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), permits the Town to refund all or a portion of the Outstanding 2001 Bonds, the Outstanding 2002 Bonds and the Outstanding 2004 Bonds (referred to herein collectively as the "Outstanding Bonds") by the issuance of new bonds, the issuance of which will result in present value debt service savings for the Town; and

WHEREAS, in order effectuate the refunding, it is now necessary to adopt a refunding bond resolution;

NOW THEREFORE, it is hereby

RESOLVED BY THE TOWN BOARD OF THE TOWN OF ISLIP, NEW YORK (by the favorable vote of at least two-thirds of all the members of said Town Board), AS FOLLOWS:

Section 1. In this resolution, the following definitions apply, unless a different meaning clearly appears from the context:

- (a) "Bond To Be Refunded" or "Bonds To Be Refunded" means all or a portion of the Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.
- (b) "Escrow Contract" means the contract to be entered into by and between the Town and the Escrow Holder pursuant to Section 10 hereof.
- (c) "Escrow Holder" means the bank or trust company designated as such pursuant to Section 10 hereof.
- (d) "Present Value Savings" means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and

interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.

- (e) "Redemption Date" means any date with respect to the 2001 Bonds maturing on or after June 15, 2012; May 15, 2012 or any day thereafter with respect to the 2002 Bonds maturing on or after May 15, 2013 and June 15, 2013 or any date thereafter with respect to the 2004 Bonds maturing on or after June 15, 2014.
- (f) "Refunding Bond" or "Refunding Bonds" means all or a portion of the \$36,810,000 Refunding Serial Bonds-2012 of the Town of Islip, authorized to be issued pursuant to Section 2 hereof.
- (g) "Refunding Bond Amount Limitation" means an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the applicable Redemption Date, plus redemption premiums payable on such Bonds To Be Refunded as of such Redemption Date, as hereinabove referred to in the Recitals hereof, plus costs and expenses incidental to the issuance of the Refunding Bonds including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof.

Section 2. The Town Board of the Town (herein called the "Town Board"), hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed \$36,810,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$36,810,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the Town to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the Town in the maximum principal amount of \$36,810,000 and designated "Refunding Serial Bonds-2012" (or a substantially similar designation), are hereby authorized to be issued pursuant to the provisions

of the Law. The proposed financial plan in the form attached hereto as **Exhibit B** (the “refunding financial plan”) prepared for the Town by its financial advisor, New York Municipal Advisors Corporation, Syosset, New York, and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the Town in connection with said refunding from such proceeds and the investment of a portion of such proceeds by the Escrow Holder in certain obligations. The principal of and interest on such investments, together with the balance of such proceeds to be held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to each applicable Redemption Date and (ii) the principal of and premium on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are all or a portion of the Outstanding Bonds issued pursuant to various bond resolutions duly adopted on their respective dates, authorizing the issuance of bonds of the Town for various purposes. In accordance with the refunding financial plan, the Refunding Bonds authorized in the aggregate principal amount of not to exceed \$36,810,000 shall mature in amounts and at dates to be determined. The Supervisor, the chief fiscal officer of the Town, is hereby authorized to approve all details of the refunding financial plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The Refunding Bonds shall mature not later than the maximum period of probable usefulness (“PPU”) permitted by law at the time of original issuance of the Bonds to be Refunded, as set forth in **Exhibits A-1 through A-3**, inclusive, annexed hereto and

hereby made a part hereof, for the objects or purposes financed with the proceeds of the Bonds to be Refunded, commencing at the date of issuance of the first bond or bond anticipation note issued in anticipation of the sale of such bonds.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed refunding financial plan attached hereto as **Exhibit B**, computed in accordance with subdivision two of paragraph b of Section 90.10 of the Law. Said refunding financial plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount, and will mature, be of such terms and bear such interest as set forth therein. The Town Board recognizes that the principal amount of the Refunding Bonds, the maturities, terms and interest rates, the provisions, if any, for the redemption thereof prior to maturity, and whether or not any or all of the Refunding Bonds will be insured, and the resulting present value savings, may vary from such assumptions and that the refunding financial plan may vary from that attached hereto as **Exhibit B**.

Section 6. The Refunding Bonds shall be sold at private sale and the Supervisor, the chief fiscal officer of the Town, is hereby authorized to execute a purchase contract on behalf of the Town for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller, and further providing that prior to the issuance of the Refunding Bonds the Supervisor shall have filed with the Town Board a certificate approved by the State Comptroller setting forth the Present Value Savings to the Town resulting from the issuance of the Refunding Bonds. In connection with such sale, the Town authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. The Supervisor is hereby further authorized and directed to

take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the Town in connection with said refunding, including the preparation of the refunding financial plan referred to in Section 2 hereof.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the Town for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00 of the Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.10 and 168.00 of the Law, the powers and duties of the Town Board relative to determining the amount of Bonds To Be Refunded, prescribing the terms, form and contents and as to the sale and issuance of the Refunding Bonds, and executing any arbitrage certification relative thereto, and as to executing the Escrow Contract described in Section 10, the Official Statement referred to in Section 6 and any contracts for credit enhancements in connection with the issuance of the Refunding Bonds and any other certificates and agreements, and as to making elections to call in and redeem all or a portion of the Bonds to be Refunded, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 9. The validity of the Refunding Bonds authorized by this resolution may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. Prior to the issuance of the Refunding Bonds, the Town shall contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the refunding financial plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the Town, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and costs and expenses relating to the execution and performance of the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the Town the notice of redemption authorized to be given pursuant to

Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the refunding financial plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt shall be placed in escrow by the Town with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the refunding financial plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the Town and shall be applied by the Town only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the refunding financial plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunding Bonds, or such portion or series thereof as shall be required by the

refunding financial plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the Town Board hereby elects to call in and redeem all or a portion of the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date, as shall be determined by the Supervisor in accordance with Section 8 hereof. The sum to be paid therefor on the applicable Redemption Date shall be the par value thereof, the accrued interest to such Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the Town by mailing such notice at least thirty days prior to such Redemption Date, and in accordance with the terms appearing in the Bonds to be Refunded, to the registered holders of the Bonds To Be Refunded which are to be called in and redeemed. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded which are to be called in and redeemed in accordance herewith and the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this Section may be amended

from time to time as may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 14. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the “Suffolk County News,” a newspaper having general circulation in the Town and hereby designated the official newspaper of said Town for such publication.

The adoption of the foregoing resolution was seconded by _____
and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

EXHIBIT A-1

2001 Bonds

<u>Purpose</u>	<u>PPU</u>	<u>Amount</u>
Sonia Road Landfill	20	\$5,500,000
Reconstruction of Sidewalks	10	500,000
Constructing Surface Drainage	40	975,000
Resurfacing Roads	10	387,500
Resurfacing Roads	15	3,562,500
Reconstructing Various Town Buildings	10	975,000
Various Town Purposes	5	1,568,000
Constructing Asphalt Storage Shed	15	140,000
Reconstructing Human Services Building	15	200,000
Purchase Vehicles	3	176,000
Purchase Land	30	50,000
Purchase Machinery & Apparatus	10	396,000
Purchase Machinery & Apparatus	15	3,025,000
Various Landfill Improvements	20	1,075,000
Reconstruction & Resurfacing Roads	5	1,000,000
Reconstructing of Bulkheading	20	375,000
Reconstructing of Swimming Pools	15	410,000
Improvements to Various Recreational Areas	15	280,000
Purchase Install Traffic Signals	20	250,000
Reconstruction of Parking Lots	10	<u>1,000,000</u>
Total		<u>\$21,845,000</u>

EXHIBIT A-2

2002 Bonds

<u>Purpose</u>	<u>PPU</u>	<u>Amount</u>
Various Construction/Improvements/Equipment	5	\$2,349,650
Construction/Reconstruction of Sidewalks	10	350,000
Purchase/Installation of Police Communication/Transmission Equipment	10	68,800
Reconstruction and Equipment Portions of Town Owned Buildings	10	929,500
Reconstruction/Resurfacing of Various Town Highways	10	425,000
Improvements to FI Walkways	10	50,000
Purchase of Tractor for Construction Maintenance	10	25,000
Construction/Reconstruction of a Parking Lot	10	25,000
Reconstruction/Resurfacing of Various Town Highways	15	4,747,150
Purchase of Machinery/Apparatus for Construction/Maintenance	15	2,579,000
Purchase/Installation of Fuel Monitoring System	15	150,000
Construction of Artificial Swimming Pool Improvements	15	350,000
Original Improvements of Various Town Parks and Recreation Areas	15	270,000
Reconstruction and Equipment of Portions of Town Buildings	15	435,000
Purchase/Installation of Traffic Signals	20	200,000
Construction of Bulkheading Improvements	20	500,000
Construction of Improvements to Dock/Dock Related Property	20	36,000
Original Improvements of Sanitary Landfill Facilities	20	925,000
Construction of Water Main for Improvement of the Compost Facility	25	75,000
Purchase of Land for General Town Purposes	30	50,000
Construction of Surface Drainage Improvements	40	1,850,000
Purchase of Replacement of Police Vehicles	3	<u>229,900</u>
Total		<u>\$16,620,000</u>

EXHIBIT A-3

2004 Bonds

<u>Purpose</u>	<u>PPU</u>	<u>Amount</u>
Fuel Monitoring System	15	\$ 75,000
Radio Communication System	10	75,000
Town Highways	10	160,000
Traffic Signals & Systems	20	200,000
Compost Facility Improvements	25	225,000
Sidewalks	10	370,000
Town Building Reconstruction	10	564,000
Drainage Improvements	40	1,100,000
Landfill Improvements	20	1,130,000
Parks and Recreation	15	1,755,000
Machinery & Apparatus	15	2,425,000
Town Highways	15	3,040,000
Animal Shelter Plans/Specs	5	75,000
Various 5 Year Cap Projects	5	2,603,000
Replacement Vehicles	3	223,000
Machinery & Apparatus	15	3,160,000
Town Highways	15	3,236,800
Patrol Boat	10	200,000
Traffic Signals & System	20	225,000
Compost Facility Improvements	25	435,000
Sidewalks	10	300,000
Town Building Reconstruction	10	245,000
Drainage Improvements	40	1,500,000
Landfill Improvements	20	350,000
Parks and Recreation	15	1,530,000
Replacement Vehicles	3	368,000
Various 5 Year Capital Projects	5	2,210,200
Public Safety Command/Dispatch	10	440,000
Kismet Street Improvements	15	<u>1,500,000</u>
Total		<u>\$29,720,000</u>

EXHIBIT B

PROPOSED REFUNDING FINANCIAL PLAN

SOURCES AND USES OF FUNDS

Town of Islip, Suffolk County, New York
 Composite Financing
 Refunding Analysis of 2001, 2002 & 2004 Bonds
 (Refunding Callable Bonds Only)
 (Level Savings Scenario)
 (Rates as of January 3, 2012)

Sources:	Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)	Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)	Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)	Total
Bond Proceeds:				
Par Amount	9,520,000.00	7,105,000.00	15,135,000.00	31,760,000.00
	9,520,000.00	7,105,000.00	15,135,000.00	31,760,000.00
Uses:	Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)	Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)	Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)	Total
Refunding Escrow Deposits:				
Cash Deposit	0.29	0.75	1.02	2.06
SLGS Purchases	9,447,752.00	7,054,278.00	15,022,927.00	31,524,957.00
	9,447,752.29	7,054,278.75	15,022,928.02	31,524,959.06
Delivery Date Expenses:				
Cost of Issuance	22,481.11	16,778.18	35,740.71	75,000.00
Underwriter's Discount	47,600.00	35,525.00	75,675.00	158,800.00
	70,081.11	52,303.18	111,415.71	233,800.00
Other Uses of Funds:				
Additional Proceeds	2,166.60	-1,581.93	656.27	1,240.94
	9,520,000.00	7,105,000.00	15,135,000.00	31,760,000.00

SUMMARY OF FINANCING RESULTS

Town of Islip, Suffolk County, New York
 Composite Financing
 Refunding Analysis of 2001, 2002 & 2004 Bonds
 (Refunding Callable Bonds Only)
 (Level Savings Scenario)
 (Rates as of January 3, 2012)

Series	Bond Par	Bond Yield	Contingency	Escrow Yield	Negative Arbitrage	Net Savings
Sample Refunding Bonds, 2012 (Refunding of 2001 Bo	9,520,000.00	1.139%	2,166.60		11,550.12	618,777.68
Sample Refunding Bonds, 2012 (Refunding of 2002 Bo	7,105,000.00	1.267%	-1,581.93		10,778.40	645,464.04
Sample Refunding Bonds, 2012 (Refunding of 2004 Bo	15,135,000.00	1.497%	656.27	0.109%	219,905.33	969,796.14
	31,760,000.00		1,240.94		242,233.86	2,234,037.86

Aggregate:

Arbitrage Yield 1.380929%
 Escrow Yield 0.099848%

SUMMARY OF REFUNDING RESULTS

Town of Islip, Suffolk County, New York
Composite Financing
Refunding Analysis of 2001, 2002 & 2004 Bonds
(Refunding Callable Bonds Only)
(Level Savings Scenario)
(Rates as of January 3, 2012)

Dated Date	04/05/2012
Delivery Date	04/05/2012
Arbitrage yield	1.380929%
Escrow yield	0.099848%
Bond Par Amount	31,760,000.00
True Interest Cost	1.532698%
Net Interest Cost	1.530619%
Average Coupon	1.384075%
Average Life	3.412
Par amount of refunded bonds	30,300,000.00
Average coupon of refunded bonds	4.493348%
Average life of refunded bonds	3.569
PV of prior debt to 04/05/2012 @ 1.380929%	33,992,796.92
Net PV Savings	2,234,037.86
Percentage savings of refunded bonds	7.373062%
Percentage savings of refunding bonds	7.034124%

SAVINGS

Town of Islip, Suffolk County, New York
 Composite Financing
 Refunding Analysis of 2001, 2002 & 2004 Bonds
 (Refunding Callable Bonds Only)
 (Level Savings Scenario)
 (Rates as of January 3, 2012)

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 04/05/2012 @ 1.3809289%
12/31/2012	3,008,220.01	2,720,368.40	287,851.61	284,054.61
12/31/2013	4,243,701.26	3,862,945.00	380,756.26	371,959.32
12/31/2014	6,491,354.38	6,105,807.50	385,546.88	372,127.98
12/31/2015	6,498,982.50	6,111,642.50	387,340.00	369,368.74
12/31/2016	6,510,326.25	6,127,745.00	382,581.25	360,455.16
12/31/2017	4,440,135.00	4,193,362.50	246,772.50	229,493.54
12/31/2018	2,893,812.50	2,759,652.50	134,160.00	123,071.30
12/31/2019	1,513,300.00	1,378,308.75	134,991.25	122,266.27
	35,599,831.90	33,259,832.15	2,339,999.75	2,232,796.92

Savings Summary

PV of savings from cash flow	2,232,796.92
Plus: Refunding funds on hand	1,240.94
Net PV Savings	2,234,037.86

SOURCES AND USES OF FUNDSTown of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Sources:

Bond Proceeds:	
Par Amount	9,520,000.00
	<hr/>
	9,520,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.29
SLGS Purchases	9,447,752.00
	<hr/>
	9,447,752.29

Delivery Date Expenses:	
Cost of Issuance	22,481.11
Underwriter's Discount	47,600.00
	<hr/>
	70,081.11

Other Uses of Funds:	
Additional Proceeds	2,166.60
	<hr/>
	9,520,000.00

SUMMARY OF BONDS REFUNDED

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Public Improvement Bonds, Series 2001, SER01:					
SERIALS	06/15/2012	4.375%	1,690,000.00	05/07/2012	100.000
	06/15/2013	4.500%	1,780,000.00	05/07/2012	100.000
	06/15/2014	4.625%	1,850,000.00	05/07/2012	100.000
	06/15/2015	4.625%	1,930,000.00	05/07/2012	100.000
	06/15/2016	4.750%	2,030,000.00	05/07/2012	100.000
			9,280,000.00		

SUMMARY OF REFUNDING RESULTS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Dated Date	04/05/2012
Delivery Date	04/05/2012
Arbitrage yield	1.380929%
Escrow yield	
Bond Par Amount	9,520,000.00
True Interest Cost	1.371965%
Net Interest Cost	1.367496%
Average Coupon	1.140029%
Average Life	2.198
Par amount of refunded bonds	9,280,000.00
Average coupon of refunded bonds	4.658802%
Average life of refunded bonds	2.284
PV of prior debt to 04/05/2012 @ 1.380929%	10,087,187.21
Net PV Savings	618,777.68
Percentage savings of refunded bonds	6.667863%
Percentage savings of refunding bonds	6.499766%

SAVINGS

Town of Islip, Suffolk County, New York
 Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 04/05/2012 @ 1.3809289%
12/31/2012	2,078,318.75	1,978,404.93	99,913.82	98,721.94
12/31/2013	2,091,300.00	1,958,808.75	132,491.25	129,641.43
12/31/2014	2,078,468.75	1,942,315.00	136,153.75	131,645.03
12/31/2015	2,071,056.25	1,936,490.00	134,566.25	128,544.61
12/31/2016	2,078,212.50	1,942,545.00	135,667.50	128,058.07
	10,397,356.25	9,758,563.68	638,792.57	616,611.08

Savings Summary

PV of savings from cash flow	616,611.08
Plus: Refunding funds on hand	2,166.60
Net PV Savings	618,777.68

BOND PRICING

Town of Islip, Suffolk County, New York
 Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	06/15/2012	1,920,000	0.600%	0.600%	100.000
	06/15/2013	1,885,000	0.750%	0.750%	100.000
	06/15/2014	1,885,000	1.000%	1.000%	100.000
	06/15/2015	1,900,000	1.200%	1.200%	100.000
	06/15/2016	1,930,000	1.300%	1.300%	100.000
		9,520,000			

Dated Date	04/05/2012	
Delivery Date	04/05/2012	
First Coupon	06/15/2012	
Par Amount	9,520,000.00	
Original Issue Discount		
Production	9,520,000.00	100.000000%
Underwriter's Discount	-47,600.00	-0.500000%
Purchase Price	9,472,400.00	99.500000%
Accrued Interest		
Net Proceeds	9,472,400.00	

BOND DEBT SERVICE

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2012	1,920,000	0.600%	17,966.18	1,937,966.18	
12/15/2012			40,438.75	40,438.75	
12/31/2012					1,978,404.93
06/15/2013	1,885,000	0.750%	40,438.75	1,925,438.75	
12/15/2013			33,370.00	33,370.00	
12/31/2013					1,958,808.75
06/15/2014	1,885,000	1.000%	33,370.00	1,918,370.00	
12/15/2014			23,945.00	23,945.00	
12/31/2014					1,942,315.00
06/15/2015	1,900,000	1.200%	23,945.00	1,923,945.00	
12/15/2015			12,545.00	12,545.00	
12/31/2015					1,936,490.00
06/15/2016	1,930,000	1.300%	12,545.00	1,942,545.00	
12/31/2016					1,942,545.00
	9,520,000		238,563.68	9,758,563.68	9,758,563.68

BOND SUMMARY STATISTICS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Dated Date	04/05/2012
Delivery Date	04/05/2012
Last Maturity	06/15/2016
Arbitrage Yield	1.380929%
True Interest Cost (TIC)	1.371965%
Net Interest Cost (NIC)	1.367496%
All-In TIC	1.482653%
Average Coupon	1.140029%
Average Life (years)	2.198
Duration of Issue (years)	2.163
Par Amount	9,520,000.00
Bond Proceeds	9,520,000.00
Total Interest	238,563.68
Net Interest	286,163.68
Total Debt Service	9,758,563.68
Maximum Annual Debt Service	1,978,404.93
Average Annual Debt Service	2,326,544.98
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	9,520,000.00	100.000	1.140%	2.198
	9,520,000.00			2.198

	TIC	All-In TIC	Arbitrage Yield
Par Value	9,520,000.00	9,520,000.00	9,520,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-47,600.00	-47,600.00	
- Cost of Issuance Expense		-22,481.11	
- Other Amounts			
Target Value	9,472,400.00	9,449,918.89	9,520,000.00
Target Date	04/05/2012	04/05/2012	04/05/2012
Yield	1.371965%	1.482653%	1.380929%

PRIOR BOND DEBT SERVICE

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2012	1,690,000	4.375%	212,643.75	1,902,643.75	
12/15/2012			175,675.00	175,675.00	
12/31/2012					2,078,318.75
06/15/2013	1,780,000	4.500%	175,675.00	1,955,675.00	
12/15/2013			135,625.00	135,625.00	
12/31/2013					2,091,300.00
06/15/2014	1,850,000	4.625%	135,625.00	1,985,625.00	
12/15/2014			92,843.75	92,843.75	
12/31/2014					2,078,468.75
06/15/2015	1,930,000	4.625%	92,843.75	2,022,843.75	
12/15/2015			48,212.50	48,212.50	
12/31/2015					2,071,056.25
06/15/2016	2,030,000	4.750%	48,212.50	2,078,212.50	
12/31/2016					2,078,212.50
	9,280,000		1,117,356.25	10,397,356.25	10,397,356.25

ESCROW REQUIREMENTS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Period Ending	Interest	Principal Redeemed	Total
05/07/2012	167,752.29	9,280,000.00	9,447,752.29
	167,752.29	9,280,000.00	9,447,752.29

ESCROW COST

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	05/07/2012	9,447,752		9,447,752.00
		9,447,752		9,447,752.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
04/05/2012	9,447,752	0.29	9,447,752.29
	9,447,752	0.29	9,447,752.29

ESCROW CASH FLOW

Town of Islip, Suffolk County, New York
 Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Date	Principal	Net Escrow Receipts	Present Value to 04/05/2012 @ 0.0000000%
05/07/2012	9,447,752.00	9,447,752.00	9,447,752.00
	9,447,752.00	9,447,752.00	9,447,752.00

Escrow Cost Summary

Purchase date	04/05/2012
Purchase cost of securities	9,447,752.00
Target for yield calculation	9,447,752.00

ESCROW SUFFICIENCY

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2001 Bonds)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
04/05/2012		0.29	0.29	0.29
05/07/2012	9,447,752.29	9,447,752.00	-0.29	
	9,447,752.29	9,447,752.29	0.00	

SOURCES AND USES OF FUNDSTown of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Sources:

Bond Proceeds:	
Par Amount	7,105,000.00
	<hr/>
	7,105,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.75
SLGS Purchases	7,054,278.00
	<hr/>
	7,054,278.75
 Delivery Date Expenses:	
Cost of Issuance	16,778.18
Underwriter's Discount	35,525.00
	<hr/>
	52,303.18
 Other Uses of Funds:	
Additional Proceeds	-1,581.93
	<hr/>
	7,105,000.00

SUMMARY OF BONDS REFUNDED

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Public Improvement Bonds, Series 2002, SER02:					
SERIALS	05/15/2013	4.400%	1,250,000.00	05/15/2012	100.000
	05/15/2014	4.500%	1,310,000.00	05/15/2012	100.000
	05/15/2015	4.600%	1,375,000.00	05/15/2012	100.000
	05/15/2016	4.750%	1,445,000.00	05/15/2012	100.000
	05/15/2017	4.800%	1,515,000.00	05/15/2012	100.000
			6,895,000.00		

SUMMARY OF REFUNDING RESULTS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Dated Date	04/05/2012
Delivery Date	04/05/2012
Arbitrage yield	1.380929%
Escrow yield	
Bond Par Amount	7,105,000.00
True Interest Cost	1.435439%
Net Interest Cost	1.432218%
Average Coupon	1.268918%
Average Life	3.062
Par amount of refunded bonds	6,895,000.00
Average coupon of refunded bonds	4.685251%
Average life of refunded bonds	3.208
PV of prior debt to 04/05/2012 @ 1.380929%	7,728,011.46
Net PV Savings	645,464.04
Percentage savings of refunded bonds	9.361335%
Percentage savings of refunding bonds	9.084645%

SAVINGS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 04/05/2012 @ 1.3809289%
12/31/2012	318,557.50	228,993.61	89,563.89	88,610.28
12/31/2013	1,541,057.50	1,424,912.50	116,145.00	113,728.47
12/31/2014	1,544,082.50	1,428,025.00	116,057.50	112,239.95
12/31/2015	1,547,982.50	1,427,920.00	120,062.50	114,696.42
12/31/2016	1,552,038.75	1,435,507.50	116,531.25	109,955.00
12/31/2017	1,551,360.00	1,435,687.50	115,672.50	107,815.85
	8,055,078.75	7,381,046.11	674,032.64	647,045.97

Savings Summary

PV of savings from cash flow	647,045.97
Plus: Refunding funds on hand	-1,581.93
Net PV Savings	645,464.04

BOND PRICING

Town of Islip, Suffolk County, New York
 Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	05/15/2012	180,000	0.600%	0.600%	100.000
	05/15/2013	1,350,000	0.750%	0.750%	100.000
	05/15/2014	1,365,000	1.000%	1.000%	100.000
	05/15/2015	1,380,000	1.200%	1.200%	100.000
	05/15/2016	1,405,000	1.300%	1.300%	100.000
	05/15/2017	1,425,000	1.500%	1.500%	100.000
		7,105,000			

Dated Date	04/05/2012	
Delivery Date	04/05/2012	
First Coupon	05/15/2012	
Par Amount	7,105,000.00	
Original Issue Discount		
Production	7,105,000.00	100.000000%
Underwriter's Discount	-35,525.00	-0.500000%
Purchase Price	7,069,475.00	99.500000%
Accrued Interest		
Net Proceeds	7,069,475.00	

BOND DEBT SERVICE

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/15/2012	180,000	0.600%	9,006.11	189,006.11	
11/15/2012			39,987.50	39,987.50	
12/31/2012					228,993.61
05/15/2013	1,350,000	0.750%	39,987.50	1,389,987.50	
11/15/2013			34,925.00	34,925.00	
12/31/2013					1,424,912.50
05/15/2014	1,365,000	1.000%	34,925.00	1,399,925.00	
11/15/2014			28,100.00	28,100.00	
12/31/2014					1,428,025.00
05/15/2015	1,380,000	1.200%	28,100.00	1,408,100.00	
11/15/2015			19,820.00	19,820.00	
12/31/2015					1,427,920.00
05/15/2016	1,405,000	1.300%	19,820.00	1,424,820.00	
11/15/2016			10,687.50	10,687.50	
12/31/2016					1,435,507.50
05/15/2017	1,425,000	1.500%	10,687.50	1,435,687.50	
12/31/2017					1,435,687.50
	7,105,000		276,046.11	7,381,046.11	7,381,046.11

BOND SUMMARY STATISTICS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Dated Date	04/05/2012
Delivery Date	04/05/2012
Last Maturity	05/15/2017
Arbitrage Yield	1.380929%
True Interest Cost (TIC)	1.435439%
Net Interest Cost (NIC)	1.432218%
All-In TIC	1.515259%
Average Coupon	1.268918%
Average Life (years)	3.062
Duration of Issue (years)	3.000
Par Amount	7,105,000.00
Bond Proceeds	7,105,000.00
Total Interest	276,046.11
Net Interest	311,571.11
Total Debt Service	7,381,046.11
Maximum Annual Debt Service	1,435,687.50
Average Annual Debt Service	1,444,117.72
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	7,105,000.00	100.000	1.269%	3.062
	7,105,000.00			3.062

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,105,000.00	7,105,000.00	7,105,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-35,525.00	-35,525.00	
- Cost of Issuance Expense		-16,778.18	
- Other Amounts			
Target Value	7,069,475.00	7,052,696.82	7,105,000.00
Target Date	04/05/2012	04/05/2012	04/05/2012
Yield	1.435439%	1.515259%	1.380929%

PRIOR BOND DEBT SERVICE

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/15/2012			159,278.75	159,278.75	
11/15/2012			159,278.75	159,278.75	
12/31/2012					318,557.50
05/15/2013	1,250,000	4.400%	159,278.75	1,409,278.75	
11/15/2013			131,778.75	131,778.75	
12/31/2013					1,541,057.50
05/15/2014	1,310,000	4.500%	131,778.75	1,441,778.75	
11/15/2014			102,303.75	102,303.75	
12/31/2014					1,544,082.50
05/15/2015	1,375,000	4.600%	102,303.75	1,477,303.75	
11/15/2015			70,678.75	70,678.75	
12/31/2015					1,547,982.50
05/15/2016	1,445,000	4.750%	70,678.75	1,515,678.75	
11/15/2016			36,360.00	36,360.00	
12/31/2016					1,552,038.75
05/15/2017	1,515,000	4.800%	36,360.00	1,551,360.00	
12/31/2017					1,551,360.00
	6,895,000		1,160,078.75	8,055,078.75	8,055,078.75

ESCROW REQUIREMENTS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Period Ending	Interest	Principal Redeemed	Total
05/15/2012	159,278.75	6,895,000.00	7,054,278.75
	159,278.75	6,895,000.00	7,054,278.75

ESCROW COST

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	05/15/2012	7,054,278		7,054,278.00
		7,054,278		7,054,278.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
04/05/2012	7,054,278	0.75	7,054,278.75
	7,054,278	0.75	7,054,278.75

ESCROW CASH FLOW

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Date	Principal	Net Escrow Receipts	Present Value to 04/05/2012 @ 0.0000000%
05/15/2012	7,054,278.00	7,054,278.00	7,054,278.00
	7,054,278.00	7,054,278.00	7,054,278.00

Escrow Cost Summary

Purchase date	04/05/2012
Purchase cost of securities	7,054,278.00
Target for yield calculation	7,054,278.00

ESCROW SUFFICIENCY

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2002 Bonds)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
04/05/2012		0.75	0.75	0.75
05/15/2012	7,054,278.75	7,054,278.00	-0.75	
	7,054,278.75	7,054,278.75	0.00	

SOURCES AND USES OF FUNDSTown of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Sources:

Bond Proceeds:	
Par Amount	15,135,000.00
	<hr/>
	15,135,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	1.02
SLGS Purchases	<hr/>
	15,022,927.00
	15,022,928.02
	<hr/>
Delivery Date Expenses:	
Cost of Issuance	35,740.71
Underwriter's Discount	<hr/>
	75,675.00
	111,415.71
	<hr/>
Other Uses of Funds:	
Additional Proceeds	656.27
	<hr/>
	15,135,000.00

SUMMARY OF BONDS REFUNDED

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Public Improvement Bonds, 2004, SER04:					
SERIALS	06/15/2014	4.125%	2,305,000.00	06/15/2013	100.000
	06/15/2015	4.250%	2,415,000.00	06/15/2013	100.000
	06/15/2016	4.250%	2,520,000.00	06/15/2013	100.000
	06/15/2017	4.375%	2,640,000.00	06/15/2013	100.000
	06/15/2018	4.500%	2,765,000.00	06/15/2013	100.000
	06/15/2019	4.500%	1,480,000.00	06/15/2013	100.000
			14,125,000.00		

SUMMARY OF REFUNDING RESULTS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Dated Date	04/05/2012
Delivery Date	04/05/2012
Arbitrage yield	1.380929%
Escrow yield	0.109120%
Bond Par Amount	15,135,000.00
True Interest Cost	1.617038%
Net Interest Cost	1.615180%
Average Coupon	1.499967%
Average Life	4.340
Par amount of refunded bonds	14,125,000.00
Average coupon of refunded bonds	4.373794%
Average life of refunded bonds	4.590
PV of prior debt to 04/05/2012 @ 1.380929%	16,177,598.25
Net PV Savings	969,796.14
Percentage savings of refunded bonds	6.865813%
Percentage savings of refunding bonds	6.407639%

SAVINGS

Town of Islip, Suffolk County, New York
 Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 04/05/2012 @ 1.3809289%
12/31/2012	611,343.76	512,969.86	98,373.90	96,722.40
12/31/2013	611,343.76	479,223.75	132,120.01	128,589.41
12/31/2014	2,868,803.13	2,735,467.50	133,335.63	128,243.01
12/31/2015	2,879,943.75	2,747,232.50	132,711.25	126,127.70
12/31/2016	2,880,075.00	2,749,692.50	130,382.50	122,442.09
12/31/2017	2,888,775.00	2,757,675.00	131,100.00	121,677.69
12/31/2018	2,893,812.50	2,759,652.50	134,160.00	123,071.30
12/31/2019	1,513,300.00	1,378,308.75	134,991.25	122,266.27
	17,147,396.90	16,120,222.36	1,027,174.54	969,139.87

Savings Summary

PV of savings from cash flow	969,139.87
Plus: Refunding funds on hand	656.27
Net PV Savings	969,796.14

BOND PRICING

Town of Islip, Suffolk County, New York
 Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	06/15/2012	370,000	0.600%	0.600%	100.000
	06/15/2013	275,000	0.750%	0.750%	100.000
	06/15/2014	2,545,000	1.000%	1.000%	100.000
	06/15/2015	2,585,000	1.200%	1.200%	100.000
	06/15/2016	2,620,000	1.300%	1.300%	100.000
	06/15/2017	2,665,000	1.500%	1.500%	100.000
	06/15/2018	2,710,000	1.700%	1.700%	100.000
	06/15/2019	1,365,000	1.950%	1.950%	100.000
		15,135,000			

Dated Date	04/05/2012	
Delivery Date	04/05/2012	
First Coupon	06/15/2012	
Par Amount	15,135,000.00	
Original Issue Discount		
Production	15,135,000.00	100.000000%
Underwriter's Discount	-75,675.00	-0.500000%
Purchase Price	15,059,325.00	99.500000%
Accrued Interest		
Net Proceeds	15,059,325.00	

BOND DEBT SERVICE

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2012	370,000	0.600%	40,342.36	410,342.36	
12/15/2012			102,627.50	102,627.50	
12/31/2012					512,969.86
06/15/2013	275,000	0.750%	102,627.50	377,627.50	
12/15/2013			101,596.25	101,596.25	
12/31/2013					479,223.75
06/15/2014	2,545,000	1.000%	101,596.25	2,646,596.25	
12/15/2014			88,871.25	88,871.25	
12/31/2014					2,735,467.50
06/15/2015	2,585,000	1.200%	88,871.25	2,673,871.25	
12/15/2015			73,361.25	73,361.25	
12/31/2015					2,747,232.50
06/15/2016	2,620,000	1.300%	73,361.25	2,693,361.25	
12/15/2016			56,331.25	56,331.25	
12/31/2016					2,749,692.50
06/15/2017	2,665,000	1.500%	56,331.25	2,721,331.25	
12/15/2017			36,343.75	36,343.75	
12/31/2017					2,757,675.00
06/15/2018	2,710,000	1.700%	36,343.75	2,746,343.75	
12/15/2018			13,308.75	13,308.75	
12/31/2018					2,759,652.50
06/15/2019	1,365,000	1.950%	13,308.75	1,378,308.75	
12/31/2019					1,378,308.75
	15,135,000		985,222.36	16,120,222.36	16,120,222.36

BOND SUMMARY STATISTICS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Dated Date	04/05/2012
Delivery Date	04/05/2012
Last Maturity	06/15/2019
Arbitrage Yield	1.380929%
True Interest Cost (TIC)	1.617038%
Net Interest Cost (NIC)	1.615180%
All-In TIC	1.674075%
Average Coupon	1.499967%
Average Life (years)	4.340
Duration of Issue (years)	4.201
Par Amount	15,135,000.00
Bond Proceeds	15,135,000.00
Total Interest	985,222.36
Net Interest	1,060,897.36
Total Debt Service	16,120,222.36
Maximum Annual Debt Service	2,759,652.50
Average Annual Debt Service	2,240,648.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	15,135,000.00	100.000	1.500%	4.340
	15,135,000.00			4.340

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,135,000.00	15,135,000.00	15,135,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-75,675.00	-75,675.00	
- Cost of Issuance Expense		-35,740.71	
- Other Amounts			
Target Value	15,059,325.00	15,023,584.29	15,135,000.00
Target Date	04/05/2012	04/05/2012	04/05/2012
Yield	1.617038%	1.674075%	1.380929%

PRIOR BOND DEBT SERVICE

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2012			305,671.88	305,671.88	
12/15/2012			305,671.88	305,671.88	
12/31/2012					611,343.76
06/15/2013			305,671.88	305,671.88	
12/15/2013			305,671.88	305,671.88	
12/31/2013					611,343.76
06/15/2014	2,305,000	4.125%	305,671.88	2,610,671.88	
12/15/2014			258,131.25	258,131.25	
12/31/2014					2,868,803.13
06/15/2015	2,415,000	4.250%	258,131.25	2,673,131.25	
12/15/2015			206,812.50	206,812.50	
12/31/2015					2,879,943.75
06/15/2016	2,520,000	4.250%	206,812.50	2,726,812.50	
12/15/2016			153,262.50	153,262.50	
12/31/2016					2,880,075.00
06/15/2017	2,640,000	4.375%	153,262.50	2,793,262.50	
12/15/2017			95,512.50	95,512.50	
12/31/2017					2,888,775.00
06/15/2018	2,765,000	4.500%	95,512.50	2,860,512.50	
12/15/2018			33,300.00	33,300.00	
12/31/2018					2,893,812.50
06/15/2019	1,480,000	4.500%	33,300.00	1,513,300.00	
12/31/2019					1,513,300.00
	14,125,000		3,022,396.90	17,147,396.90	17,147,396.90

ESCROW REQUIREMENTS

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Period Ending	Interest	Principal Redeemed	Total
06/15/2012	305,671.88		305,671.88
12/15/2012	305,671.88		305,671.88
06/15/2013	305,671.88	14,125,000.00	14,430,671.88
	917,015.64	14,125,000.00	15,042,015.64

ESCROW COST

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	06/15/2012	302,594		302,594.00
SLGS	12/15/2012	297,594	0.070%	297,594.00
SLGS	06/15/2013	14,422,739	0.110%	14,422,739.00
		15,022,927		15,022,927.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
04/05/2012	15,022,927	1.02	15,022,928.02	0.109120%
		15,022,927	1.02	15,022,928.02

ESCROW CASH FLOW

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Date	Principal	Interest	Net Escrow Receipts	Present Value to 04/05/2012 @ 0.1091204%
06/15/2012	302,594.00	3,077.64	305,671.64	305,606.81
12/15/2012	297,594.00	8,077.47	305,671.47	305,439.99
06/15/2013	14,422,739.00	7,932.51	14,430,671.51	14,411,880.20
	15,022,927.00	19,087.62	15,042,014.62	15,022,927.00

Escrow Cost Summary

Purchase date	04/05/2012
Purchase cost of securities	15,022,927.00
Target for yield calculation	15,022,927.00

ESCROW SUFFICIENCY

Town of Islip, Suffolk County, New York
Sample Refunding Bonds, 2012 (Refunding of 2004 Bonds)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
04/05/2012		1.02	1.02	1.02
06/15/2012	305,671.88	305,671.64	-0.24	0.78
12/15/2012	305,671.88	305,671.47	-0.41	0.37
06/15/2013	14,430,671.88	14,430,671.51	-0.37	
	15,042,015.64	15,042,015.64	0.00	

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 21

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Special Events

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Olga H. Murray

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

March 6, 2012

On a motion of Councilperson

seconded by

Councilperson be it,

RESOLVED, that permission is hereby granted to hold the following events in the Town:

- A. St. Patrick's Day Parade-Brentwood-Brentwood St. Patrick's Day Parade Committee Saturday, March 24, 2012 from 1PM to 4PM, route as follows: Parade assembles 12:30PM at the following streets: Starting at Clark Street, Heyward Street, Roslyn Street, Walton Street, and Rutledge Street proceeding south on Washington Avenue, cross over Suffolk Avenue, continue on Brentwood Road Parade will disperse at Second Avenue and Brentwood Road. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- B. Children's Walk for Children -Sayville-St. Lawrence the Martyr R.C. Church-Saturday, March 31, 2012 from 10:30AM to 12Noon, route as follows: Assembles on the School grounds and the Church south down Handsome Avenue to the Bay, pause for prayer and back to the school parking lot, approximately two miles. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- C. BYA Baseball Opening Day Parade - Brentwood - Brentwood Youth Activities, Saturday, April 14, 2012 from 9AM to 11AM. The Little League Opening Day Parade will assemble at the Brentwood train station at 8:30AM proceeds west on Suffolk Avenue, then head south on Brentwood Rd./Washington Avenue., west on Third Avenue to Brentwood Youth Activities Clubhouse Field. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- D. Opening Day Parade – Bayport - Bayport/Blue Point Little League - Saturday, April 21, 2012 (rain date 04/22/12) from 8:30AM to 9:30AM, route as follows: Parade assembles at the Bayport Fire Dept. parking lot, proceed South down Snedecor Avenue passing the Bayport-Blue Point High School, turn west onto Academy Street, go past the tennis courts, then turn south and go along the path on the east side of the Academy Street school parking lot towards our final destination at the Bayport Commons Triple (AAA) Little League field. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance
- E. Earth Day 2012-Sayville-TOI Dept. of Environmental Control & Sayville Chamber of Commerce- Saturday, April 21, 2012 (rain date 04/22/12) from 11AM to 4PM. Set up 6:30AM. This event is to help celebrate ways of being earth friendly. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.
- F. Great American Clean Up - Islip - Keep Islip Clean - Saturday, April 21, 2012 from

9:30AM to 11AM. Keep Islip Clean in conjunction with the Islip Middle School KIC Club will be participating in the Great American Cleanup. Requesting permission to close Brook Street from Boston Street to Roman Street for the duration of the event. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.

- G. Opening Day Parade-Bohemia-Sunrise Little League-Saturday, April 21, 2012 from 11:30AM to 1:30PM route as follows: Parade assembles at Bosti Elementary School, proceeds west on Bourne Blvd. then south on Locust Avenue. Finishing at Little League Complex. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- H. Parade-East Islip-Little League of the Islips-Sunday, April 29, 2012 from 11AM to 1PM. Parade assembles at the Bank of America in East Islip proceed east on Montauk Highway and ends at the Little League field at the Westbrook Sports Complex south of the Technology Center. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- I. Carnival-Bay Shore-The Nephcure Foundation-Thursday to Monday, May 3 to May 7, 2012. To be held at the South Shore Mall Westfield Shoppingtown. Hours of operation as follows: Thursday/ Friday 4PM to 11PM Saturday/Sunday Noon to 11PM and Monday 4PM to 11PM. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- J. Carnival-Bay Shore-The Nephcure Foundation-Wednesday to Sunday May 9 to May 13, 2012. To be held at the South Shore Mall Westfield Shoppingtown. Hours of operation as follows: Wednesday Thursday/Friday 4PM to 11PM. Saturday/Sunday Noon to 11PM. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- K. Carnival-West Islip-Westminster United Presbyterian Church-Thursday to Saturday May 10 to May 12, 2012. Event to be held in church parking lot- 109 Udall Road, West Islip. Hours of operation as follows: Thursday 6PM to 10PM, Friday 6PM to 11PM and Saturday 2PM to 11PM. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- L. Family Festival- Carnival- St. Mary's RC Church-Thursday to Sunday May 10 to May 13, 2012 to be held in the parking lot of the school and church. Hours as follows: Thursday 6PM-10PM, Friday 6PM-11PM, Saturday 2PM-11PM and Sunday 2PM to 10PM. Amusement rides, games of chance and food Booths. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.
- M. Walk-a-Thon-Sayville-Candle in the Darkness Foundation, Inc-Saturday, May 12, 2012 from 8AM to 12 Noon. Kristen's Walk to the Water assembles at Sayville Common Grounds on Candee Avenue head south, make a right on Maple Street head west, make a left on Handsome Avenue head south, make left on Elm Street head east, make a right on Foster Avenue head south, make a left on Browns River Road head east, make a left

on River Road north, make left on Terry Street head west, make right on Foster Avenue head north, make a left on Edwards Street head west, make a right on Candee Avenue head north, It ends at Sayville Common Grounds. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.

- N. Walking Relay-East Islip-EJ Autism Foundation-Saturday May 19, 2012 from 5AM to 8:30AM through the Town of Islip. This relay is from East Islip to Montauk. The relay will cover Islip, Brookhaven, and South and East Hampton. The race begins in East Islip on the 19 at 5AM and will end at the Montauk Lighthouse 7PM on May 20. There are approximately 6 stops in the Town of Islip. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- O. ASE Fun Run-Bayport-Academy Street Elementary School-Thursday, May 24, 2012 (rain date 05/30/12) from 1:30PM to 3PM. Fun Run starts in the parking lot of the Academy Street Elementary School, proceeds west on Academy Street, to north on Oakwood Avenue, to east on Railroad Avenue, to south on East Street, to west on Midway Court, to south on April Lane, to east on Academy Street, to end at the school. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- P. Memorial Day Parade-Holbrook-Holbrook Chamber of Commerce-Monday, May 28, 2012 from 11AM to 12:00PM(assembly at 10:30AM) Route as follows: Parade assembles at Holbrook Plaza, at the intersection of Grundy Avenue and Main Street, proceeds south on Main Street, then west on Furrows Road, to Grundy Avenue south on Grundy Avenue ending at corner of Grundy and Terry road.. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- Q. 5K Run – Bay Shore/Brightwaters-Judi Shesh Memorial Foundation – Saturday, June 2, 2012 from 7:30AM to 10:30AM, run starts at 8:30AM. Race begins on Main Street in front of the YMCA, runners proceeds west on West Main Street past the Bay Shore Library, Brightwaters Lakes, etc. and will then head south down Bay Way Avenue to the end, then east onto West Shore Drive to Concourse West taking this north to Main Street, head east on Main Street to the YMCA, making a right onto S. Clinton Avenue to the YMCA parking lot to the finish line. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- R. 5K Walk/Run – Sayville - Keith Nintzel Memorial 5K Run/Walk - Saturday, June 9, 2012 from 8AM to 11:30AM. The Keith Nintzel Memorial 5K Run/Walk will begin at 9AM at Rotary Park, proceeds south on Candle Avenue, west on Maple Street, south on Handsome Avenue, west on Jones Drive, north on Benson Avenue, west on The Lane, south on Sunset Drive, west, south then east on Palmer Circle, north on Palmer Drive, east on Jones Drive, south on Handsome Avenue, East on Elm Street, north on Greene Avenue, east on Puritan Road, north on Candle Avenue, and ends at Rotary Park. Set-up time is at 8AM. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.
- S. 2012 Art Festival by the Bay- Bay Shore-Bay Shore Chamber of Commerce-Sunday, June 10,2012 from 11AM to 6PM. Requesting permission to close Main Street from

Smith Avenue to First Avenue from 8AM to 7PM. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.

- T. Run Around the Lake/4 Mile Run and Fun Run-Ronkonkoma-Ronkonkoma Rotary- Saturday, June 23, 2012 8:30AM to 12Noon.. The Fun Run assembles at the tennis courts, and begins at 8:30AM and proceeds to Rosevale Avenue, right onto Rosevale to Richmond, then turn around and return to finish line at the tennis courts. The 4 Mile Run assembles 8AM at the Islip Town Beach, Lake Ronkonkoma Race begins at 9AM and proceeds on Rosevale Avenue, Rosevale Avenue to Richmond, to Victory, to Smithtown Blvd., to Lake Shore Road, to Rosevale Avenue to end of Race. Permission will be granted pending approval from Town and County Offices.
- U. Pet Parade - Sayville - Rotary Club of Sayville - Saturday, July 14, 2012 from 8AM to 11AM, route as follows: Parade assembles at 8:00AM at the Prince of Peace School parking lot, at the corner Handsome Avenue and Main Street, proceeding east on Main Street to Candle Avenue, south on Candle Avenue to end at Rotary Park. Requesting the streets to be closed from 8AM to 11AM. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.
- V. Sayville Summer Festival - Sayville - Sayville Chamber of Commerce - Wednesday, through Sunday, August 1st - August 5th, 2012. Requesting permission to use Gillette and Rotary Parks, Sayville for the 3 days of the event. The hours of operation are as follows: Friday 12 Noon to 10PM, Saturday 9AM to 10PM, Sunday, 9AM to 9PM. Requesting permission to close the streets on Saturday, August 4, and Sunday, August 5, 2012 from 7AM to 6:30PM only. Set up will take place on Wednesday and Thursday, August 1st and 2nd. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.
- W. 4 Mile Run and Fun Run - Sayville / West Sayville - Sayville Chamber of Commerce - Saturday, August 4, 2012 from 8AM to 11AM. The route for the John P. Cohalan Run is as follows: Assembles 7AM at 55 Main Street, West Sayville, proceeds east on Main Street, bear right on Middle Road, south on Collins, east on Edwards, east on Erwin, south on River Road, west on Browns River Road, north on Foster Avenue, west on Elm, north on Handsome Avenue, west on Jones, north on Benson, east on Main Street, south on Candee Lane to finish the race. Permission will be granted pending approval from Town and County Offices and proof of liability insurance
- X. Eco Carnival-Islip-Seatuck Environmental Association and Suffolk County Parks Dept.- Saturday, April 21, 2012 (RD 4/22/12) from 10AM to 4PM. Day of public education, live music, food, games and family activities focused on preserving and protecting Long Island Wild life and natural surroundings. Requesting permission to direct visitors to park at the Islip Town Beach with barricades from Maple Ave to the beach. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.

Upon a vote being taken the result was carried:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 22

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Authorization for the Supervisor to enter into an agreement with the
Islip Arts Council for management of the Islip Art Museum**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Joseph Montuori

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**Town of Islip
Sponsor's Memorandum
for Town Board Resolution**

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

Purpose: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Authorization for the Supervisor to execute an amended agreement with the Islip Arts Council for management of the Islip Art Museum. The amendment will increase the yearly contract amount to \$118,000, and change the payment schedule so payment is made in a yearly lump sum payment. Language will be amended to charge the Islip Arts Council with the responsibility for fees and costs associated with shipping, installing, and breaking down exhibits.

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

Islip Arts Council; Islip Residents

2. Site or Location effected by resolution:

Islip Art Museum

3. Cost:\$ 118,000

4. Budget Line: A.7020.4-6906

5. Amount and source of outside funding:

None.

Environmental Impact: Is this action subject to a SEQR environmental review ?

☐

Yes under Section I, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

☒

No under Section II, Sub._____, Number_____ of the Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor:

Date:

March 6, 2012

WHEREAS, the Town Board of the Town of Islip (the "Town") previously determined that it is in the best interest of the Town to contract with the Islip Arts Council (the "IAC") to provide management and operations services in behalf of the Islip Town Art Museum; and

WHEREAS, it was further determined that IAC possesses all of the necessary skills, employees and resources to best serve the Islip Art Museum and the residents of the Town of Islip; and

WHEREAS, a Management and Operations Agreement was executed on October 18, 2010 whereby IAC assumed all the duties and responsibilities necessary to continue operations of the Islip Art Museum and to provide additional services, including promotion and growth of the Islip Art Museum; and

WHEREAS, the Agreement had a one year term set to expire on December 31, 2011, however the IAC has exercised its option to renew for an additional term of two (2) years upon the terms and conditions acceptable to all parties; and

WHEREAS, pursuant to the original Agreement, the IAC was to receive the sum of \$112,000.00 per year, in four equal monthly installments unless otherwise negotiated during the option period; and

WHEREAS, it has been determined that the original payment, as well as the original payment structure, did not provide sufficient cash flow to the IAC and as such, beginning in 2012, it is necessary to increase the payment amount to \$118,000.00 per year moving forward and advance the installments into one lump sum payment due upon execution of the amendment; and

WHEREAS, the original Agreement erroneously provided that the Town would be responsible to pay all fees and costs in connection with the shipping, installing, and uninstalling of the exhibits when in fact these fees are the responsibility of the IAC.

NOW, THEREFORE, on motion of _____ seconded by _____

BE IT RESOLVED, that the Supervisor, or his designee, is hereby authorized to execute, in a form approved by the Islip Town Attorney, an amendment to the October 18, 2010 Management and Operations Agreement at Article II-Management Fee to: (1) increase the payment, beginning in 2012, to \$118,000.00 per year, due and payable upon execution of the amendment and, (2) provide that the IAC will be responsible for all fees and costs in connection with the shipping, installing, and uninstalling of the exhibits.

Upon a vote being taken, the result was:

**MEMORANDUM FROM:
OFFICE OF THE DEPUTY SUPERVISOR**

No. 23

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALÉ, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Town Clerk to advertise for a public hearing to consider amendments to Chapter 39, of the Islip Town Code, entitled "Peddlers"

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA FOR
TUESDAY, MARCH 6, 2012 at 2:00 PM IN THE TOWN BOARD ROOM.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE
ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE
CONTACT:

John Ryan DiCioccio

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS
POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
DAVE GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**TOWN of ISLIP
SPONSOR=S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor=s memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Authorization for the Town Clerk to advertise for a public hearing to consider amending Chapter 39 of the Code of the Town of Islip entitled Peddlers.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Citizens of the Town of Islip
2. Site or location effected by resolution:
3. Cost:
4. Budget Line:
5. Amount and source of outside funding:

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A., Number ____ of Town of Islip 617 Check List, an environmental review is required.

___x___ No under Section II, Sub. ___, Number ____ of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor.

ROBERT L. CICALÉ

2/22/12

Date

March ____, 2012

WHEREAS, the Town Board of the Town of Islip recently amended Chapter 39 of the Town of Islip Town Code in response to the major demand by stationary peddlers to sell food products within the Town of Islip; and

WHEREAS, it was the intent of the Town Board to allow for the practice of stationary peddling within the Town of Islip subject to certain restrictions; and

WHEREAS, it is necessary and proper, pursuant to the powers granted unto the Town of Islip by virtue of Town Law § 136, to regulate the practice of peddling; and

WHEREAS, the Town Board has determined that some restrictions in Chapter 39 of the Islip Town Code, as amended, need to be altered; and

WHEREAS, certain modifications are deemed necessary to portions of the Islip Town Code, Chapter 39, entitled "Peddlers"; and

WHEREAS, a public hearing was held therefor on_____, 2012.

NOW, THEREFORE, on motion of Councilperson _____,
seconded by Councilperson _____, be it

RESOLVED, that the Town Board of the Town of Islip hereby amends Islip Town Code, Chapter 39, entitled "Peddlers", as follows:

SEE ATTACHED

Additions are indicated by UNDERLINING
DELETIONS are indicated by ~~STRIKEOUTS~~

Upon a vote being taken, the result was:

March 6, 2012

WHEREAS, the Town Board of the Town of Islip recently amended Chapter 39 of the Town of Islip Town Code in response to the major demand by stationary peddlers to sell food products within the Town of Islip; and

WHEREAS, it was the intent of the Town Board to allow for the practice of stationary peddling within the Town of Islip subject to certain restrictions; and

WHEREAS, it is necessary and proper, pursuant to the powers granted unto the Town of Islip by virtue of Town Law § 136, to regulate the practice of peddling; and

WHEREAS, the Town Board has determined that some restrictions in Chapter 39 of the Islip Town Code, as amended, need to be altered; and

WHEREAS, certain modifications are deemed necessary to portions of the Islip Town Code, Chapter 39, entitled "Peddlers".

NOW, THEREFORE, on motion of Councilperson _____,
seconded by Councilperson _____, be it

RESOLVED, that the Town Clerk is authorized to advertise for a public hearing to consider amending Islip Town Code, Chapter 39, entitled "Peddlers".

Upon a vote being taken, the result was:

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Islip will hold a Public Hearing on _____, 2012, at _____p.m. in the Town Board Room, Islip Town Hall, 655 Main Street, Islip, NY to consider amending the Islip Town Code, Chapter 39, entitled "Peddlers", a copy of which is available at the offices of the Town Clerk of the Town of Islip at 655 Main Street, Islip, New York.

By: _____
Olga H. Murray
Town Clerk

Chapter 39. PEDDLERS

§ 39-1. Findings and intent.

A. The Town Board finds that the proliferation of stationary roadside peddlers, if not properly regulated, runs counter to the public policy of the Town of Islip and is detrimental to the health, safety and general welfare of the citizens of the Town of Islip and to the safe flow of vehicular traffic on highways in the Town of Islip. However, the Town Board also recognizes that the stationary peddling of food products, if properly regulated, serves an important public purpose.

B. It is necessary and proper, pursuant to the powers granted unto the Town of Islip by virtue of Town Law § 136, to regulate the practice of peddling. This chapter is enacted pursuant to Town Law § 136, and although the use of a stationary, peddler's license is restricted to certain use districts, this is not intended to be an exercise of the Town's zoning power, and therefore no vested rights accrue with regard to the land indicated on the license.

C. It is the intent of this chapter to regulate mobile and stationary peddling.

§ 39-1.1. Definitions.

A. The following definitions shall govern the interpretation of this chapter unless otherwise expressly defined herein. Words in the singular shall include the plural, and vice versa. The word "shall" is always mandatory.

B. As used in this chapter, the following terms shall have the meanings indicated:

HAMLET

The term "hamlet" shall include the following: Bay Shore, Bayport, Bohemia, Brentwood, Central Islip, East Islip, Great River, Hauppauge, Holbrook, Islip, Islip Terrace, Oakdale, Ronkonkoma, Sayville and West Islip.

HELPER

Any person assisting a peddler to peddle.

IMPROVED PROPERTY

Property within one of the following districts: General Service D, Business 1, Business 2, Business 3, Industrial 1, ~~and~~ Industrial 2, and the Industrial Corridor District, upon which there is an existing building or buildings for which a certificate of occupancy has been issued.

[Amended 9-7-2011]

MOBILE PEDDLER'S LICENSE

The license issued to a peddler who goes by vehicle from place to place or street to street selling, or offering for sale ice cream, other frozen dairy products, candy, chips and soda.

PEDDLE

To remain at a stationary location in a vehicle, selling or offering for sale, food products, or to travel from place to place or street to street by a vehicle to sell, or offer for sale, ice cream, other frozen dairy products, candy, chips and soda.

PEDDLER

Any person engaged in peddling.

PERSON

An individual, business, partnership, association, firm, company, corporation or organization of any kind.

STATIONARY PEDDLER'S LICENSE

The license issued to a peddler who, while remaining at a stationary location, sells or offers for sale food products from a vehicle.

§ 39-2. License required.

A. It shall be unlawful for any person to peddle within the Town of Islip without first having obtained either a mobile or stationary peddler's license from the Town Clerk as provided herein.

B. Helper's license.

(1) It shall be unlawful to assist a peddler within the Town of Islip without first having obtained a helper's license from the Town Clerk as provided herein.

(2) A person possessing a valid helper's license shall be permitted to engage in peddling only in the presence of a licensed peddler.

C. Each licensee shall carry on his person the license issued by the Town Clerk at all times that the licensee is engaged in his business and shall exhibit it to any person or persons upon request.

§ 39-2.1. Stationary peddler's license.

A. Any person possessing a valid stationary peddler's license shall be permitted to sell food products from a vehicle while remaining stationary subject to the restrictions set forth herein.

B. The number of stationary peddler's licenses issued hereunder shall be limited to a total of 30 with a maximum of two per hamlet.

C. Permitted locations.

(1) A stationary peddler shall only be permitted to peddle on the improved property, as defined herein, which is indicated on the license issued to the licensee.

(2) A stationary peddler, licensed hereunder, shall be prohibited from peddling:

~~**(a)** Within a one-thousand-foot radius of any business selling food products for immediate consumption, unless a letter of consent is obtained from the owner of said business giving the stationary peddler permission to peddle at the proposed location;~~

~~**(b)**~~ **(a)** Within a one-thousand-foot radius of any other stationary peddler licensed hereunder;

~~**(c)**~~ **(b)** Within any residential zone of the Town of Islip; or

~~**(d)**~~ **(c)** On any site prohibited by §§ 39-9 or 39-10 of this chapter.

D. Permitted hours of operation.

(1) A stationary peddler shall only peddle between the hours of 8:00 a.m. and 8:00 p.m.

(2) The vehicle used by the peddler may not remain on the subject property between the hours of 9:00 p.m. and 7:00 a.m. unless the licensee is the owner of the property.

E. In addition to the requirements set forth § 39-3 of this chapter, applicants for a stationary peddler's license shall provide the Town Clerk with:

(1) A description of the improved property upon which the licensee wishes to locate his vehicle, including:

(a) The location of the site and adjacent roadway(s);

(b) A site plan showing ingress, egress and parking on the proposed site; and

(c) The location where the stationary licensee will park his vehicle on the improved property.

(2) The name, telephone number, and written consent of the property owner of the location at which the stationary licensee is to be situated.

(3) Proof of motor vehicle insurance in an amount no less than \$100,000 for personal injury and property damage suffered by any person as a result of the peddlers use of the property.

(4) Proof of a valid New York State motor vehicle registration and proof of a valid New York State inspection for the vehicle to be used by the stationary licensee.

(5) Proof of a New York State sales tax identification number.

F. Upon receipt of the application, the Town Clerk shall forward that portion of the application pertaining to the proposed site to the Planning Department. The Town Clerk shall only issue a license, pursuant to this section, after a determination has been made by the Planning Department that the proposed site:

[Amended 9-7-2011]

(1) Has sufficient parking and ingress and egress;

(a) In determining whether the proposed site has sufficient parking, the Planning Department shall consider, but is not limited to, the following criteria;

[1] The existing use(s) on the proposed site;

[2] The overall area of parking surface ~~number of hard surfaced parking stalls~~ currently available on the proposed site;

[3] The physical dimensions of the overall site and the physical dimensions of the parking lot; and

[4] The degree of the existing parking relaxation at the proposed site, if any.

(2) Causes no parking, traffic, and/or other-public safety concerns;

(3) Will not serve as a detriment to the character and well-being of the surrounding neighborhood; and

(4) Does not lie within one of the prohibited locations set forth in § 39-2.1C(2) above.

§ 39-2.2. Mobile peddler's license.

A. Any person possessing a valid mobile peddler's license shall be permitted to sell ice cream, other frozen dairy products, candy, chips and soda while moving from place to place or from street to street in a vehicle.

B. No person possessing a mobile peddler's license shall permit his vehicle to remain stationary for the purpose of peddling except while sales are actually being conducted.

C. Prohibited locations.

(1) A mobile peddler shall not peddle on any street where the speed limit exceeds 30 miles per hour.

(2) A mobile peddler shall not stop to sell food products on any prohibited location enumerated in §§ 39-9 or 39-10.

D. Permitted hours of operation. A mobile peddler shall only peddle between the hours of 10:00 a.m. and 5:00 p.m. except from the period of April 15 through October 15 during which a mobile peddler shall be permitted to peddle from 10:00 a.m. through 9:00 p.m.

E. Required equipment. Every mobile peddler shall be equipped with such safety devices as required by Suffolk County.

F. In addition to the requirements set forth in § 39-3 of this chapter, applicants for a mobile peddler's license shall provide the Town Clerk with:

(1) Proof of a valid New York State driver's license issued to the mobile licensee;

(2) Proof of a valid New York State Motor vehicle registration and inspection for the vehicle to be used by the mobile licensee;

(3) Proof of motor vehicle liability insurance in an amount no less than \$100,000 per incident and/or accident;

(4) Proof of successful completion of the Suffolk County Traffic Safety Course; and

(5) Proof of a New York State sales tax identification number.

G. Every mobile peddler licensed hereunder shall comply with the provisions set forth in Islip Town Code Chapter 28A, entitled "Ice Cream Trucks."

§ 39-3. Application requirements.

Applicants for a mobile or stationary peddler's license or a helper's license or a renewal thereof shall file with the Town Clerk a verified application, in duplicate, upon a form supplied by the Town Clerk, which shall contain the following information:

A. Name, address and telephone number of the applicant.

B. Applicant's place of residence for the past five years.

C. Applicant's business or employer for the past five years.

D. Applicant's age, height, weight, color of eyes, color of hair, place of birth and citizenship.

E. Three copies of a photograph of the applicant taken within 30 days of the application and measuring 1 1/2 inches by 1 1/2 inches.

F. Whether the applicant has ever been convicted of a felony, misdemeanor or violation of any municipal ordinance, except with relation to illegal parking, and if so, in what court, when, where and upon what charge and the sentence of the court.

G. (Reserved)

H. Whether the applicant has been previously licensed in any occupation and, if so, when, where and for what period, and if such previous license was ever revoked, the date of revocation and the reason therefor.

I. If employed by the owner of a licensed vehicle, the name and address of such employer, together, with credentials establishing the relationship.

J. (Reserved)

K. If the applicant is a corporation or association, the name and address and title of the officer upon whom process or other legal notice may be served.

L. (Reserved)

M. The applicant shall submit a valid permit issued by the Suffolk County Health Department, or any other applicable agency, indicating compliance with the provisions of the Suffolk County Public Health local law.

N. In the event that any other license or permit shall be required by any other governmental agency in connection with the applicant's business, the same shall be produced by the applicant, and the Town Clerk shall duly note the same.

O. (Reserved)

P. Fingerprints. When the application form has been completed, the applicant shall submit himself to be electronically fingerprinted at Long Island MacArthur Airport. Such fingerprints shall be compared against those prints on file with the New York State Division of Criminal Justice Service (DCJS) Record Review Program. The Town Clerk shall secure from the applicant the fee required by the DCJS in the form of a check or money order made payable to the Town of Islip. Applicants shall comply with the application requirements of the DCJS Record Review Program, which requires at least one form of valid photo identification. Valid photo identification shall include a United States

passport; a permanent resident card; a driver's license or photo ID card (issued by United States state or territory); or, for a noncitizen, an alien registration receipt card.

Q. (Reserved)

§ 39-4. (Reserved)

§ 39-5. Fees and exemptions.

A. License fees shall be as follows:

(1) Mobile peddler's license: \$150 per year.

(2) Stationary peddler's license: \$500 per year.

(3) Helper's license: \$50 per year per helper.

B. Basis of fees. The annual fees herein provided shall be assessed on a calendar-year basis, and no annual fee shall be prorated or rebated.

C. Exemptions.

(1) The following shall be exempt from the payment of fees:

(a) Any honorably discharged veteran of the armed services of the United States who has obtained a veteran's license from the Suffolk County Clerk to hawk, peddle, vend or solicit trade. If such veteran uses a vehicle in his trade, the Town Clerk shall issue, at no fee to the veteran, decals similar to that prescribed in § 39-6, with the addition of the word "veteran" on the decal. Such decal will and shall be issued only if the vehicle is registered in the name of and operated by the veteran. If the veteran operates more than one vehicle in his trade, then each vehicle in excess of one shall be licensed upon payment of the proper fee as prescribed in § 39-5A above.

(2) The following shall be exempt from the provisions of this chapter:

(a) Persons maintaining a regular scheduled delivery route for the delivery of goods which had been previously ordered.

(b) Persons peddling farm produce, raised or produced by them, and who are regulated by § 81 of the General Municipal Law of the State of New York.

§ 39-6. Decals.

A. The Town Clerk shall issue one decal for every license issued pursuant to this chapter.

B. Depending on the type of license issued under this chapter, the decal shall either bear the words "Mobile Peddler" or "Stationary Peddler," the period for which the license is issued and the number of the license in figures plainly discernible. The decal shall be attached to the vehicle used by the licensee.

C. The decal shall be placed only on the vehicle which is indicated on the peddler's license. The decal shall be placed on the selling side of the vehicle in view of the public.

D. If a decal is lost or stolen, such shall be reported by the licensee to the Town Clerk within ten days and be replaced by the Town Clerk at a fee of \$5 per replacement decal.

§ 39-7. Nontransferability.

No license issued under the provisions of this chapter will be used or displayed at any time by any person other than the one to whom it was issued.

§ 39-8. Compliance with other Code provisions.

Every licensee hereunder shall comply with all other provisions of the Islip Town Code, including, but not limited to, Chapter 35, entitled "Noise."

§ 39-9. Peddling in streets and adjoining property; permitted and prohibited locations.

A. In the interest of public safety and due to traffic hazards caused by stopping of motor vehicles, no peddler, licensed hereunder, shall conduct business or suffer or permit his vehicle to remain stationary for the purpose of peddling along any portion of a lot which is adjacent to any street, road, or highway within a radius of 500 feet of an entranceway or exit ramp terminus of any entrance or exit of and to any New York State roadway.

B. No peddler shall peddle his wares at or within a one-thousand-foot radius of any Town of Islip park or other Town of Islip recreation facility in which the Town of Islip contracts with a concessionaire, unless specifically licensed by the Town of Islip Town Board.

[Amended 9-7-2011]

C. It shall be unlawful for any person to peddle within 200 feet of any property on which a church or school is located unless a letter of consent is obtained from said church or school giving the stationary peddler permission to peddle at the proposed location.

[Amended 9-7-2011]

§ 39-10. Peddling on state highways.

No peddler shall occupy any part of a state highway for the purpose of peddling.

§ 39-11. Size, placement and removal of vehicles used by peddlers.

A. No vehicle which exceeds 25 feet in length shall be used by any peddler.

B. The vehicles used by licensed stationary peddlers shall be placed only on the hard-surfaced parking area of the premises on which they wish to locate and not in the driveway, aisles or walkways.

§ 39-12. Use of signs and displays.

A. All signs used for any purpose by peddlers, including those signs which are painted on or attached to his or her vehicle, are subject to the regulations of the sign ordinances. *Editor's Note: See Ch. 68, Zoning, Art. XXX, Signs.* Portable or freestanding signs are prohibited.

B. No peddler shall display merchandise or goods for sale other than in the vehicle used by him or her. Displays of merchandise on the ground or on movable structures outside the peddler's vehicle are not permitted.

C. Only umbrellas which are mounted to the vehicle are permitted.

D. Nothing herein shall be construed to permit the use of outdoor seating in connection with any stationary peddler.

§ 39-13. Revocation of license.

Permits and licenses issued under the provisions of this chapter may be revoked by the Town Clerk of the Town of Islip after notice an opportunity to be heard for any reason, including, but not limited to the following:

A. Fraud, misrepresentation or false statements contained in the application for license.

B. Fraud, misrepresentation or false statements made in the course of carrying on his business as peddler.

C. Any violation of this chapter.

D. Conviction of any crime or misdemeanor involving moral turpitude.

E. Conducting the business of peddling in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

F. Upon the recommendation of the Suffolk County Department of Health that the sale of food or food products or other edibles is being conducted under unsanitary conditions or that there is violation of law, regulation, code or ordinance cited by the Suffolk County Department of Health.

§ 39-14. (Reserved)

§ 39-15. Expiration of license.

All licenses issued under the provisions of this chapter shall expire on the 31st day December in the year when issued.

§ 39-16. (Reserved)

§ 39-17. Penalties for offenses.

Any person found guilty of a violation of any of the provisions of this chapter shall, upon conviction, be deemed guilty of an offense, which shall be punishable by a fine not to exceed \$2,000, or by imprisonment for a period not to exceed 15 days, or both such fine and imprisonment.

§ 39-18. Severability.

The provisions of this chapter are declared to be severable, and if any section, sentence, clause or phrase of this chapter shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section, sentences, clauses and phrases of this chapter, but they shall remain in effect, it being the legislative intent that this chapter shall stand notwithstanding the invalidity of any part.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 24

TO: SUPERVISOR THOMAS D. CROCI
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN ANTHONY S. SENFT, JR.

FROM: ROBERT L. CICALI, ACTING TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Authorization for the Supervisor to execute a concession agreement for
New Dough Airport Services LLC for space at Long Island MacArthur
Airport**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, MARCH 6, AT 2 PM IN THE TOWN BOARD ROOM, TOWN HALL.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Teresa Rizzuto

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY TOWN CLERK
DAVID GENAWAY, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
LYNDA DISTLER, CHIEF OF STAFF

**TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy Implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Authorize the Supervisor to execute a concession agreement between the Town of Islip and New Dough Airport Services LLC for space at the Long Island MacArthur Airport.

SPECIFY WHERE APPLICABLE:

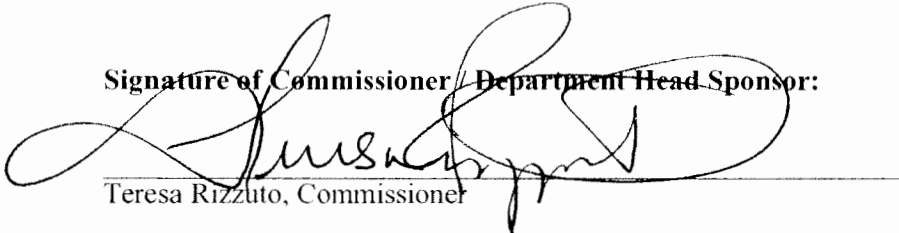
1. Entity or Individual benefitted by resolution: **Town of Islip**
2. Site or location effected by resolution: **Long Island MacArthur Airport**
3. Cost: **\$0**
4. Budget line: **N/A**
5. Amount and source of outside funding: **N/A**

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes, under Section I, Sub. A. Number _____ Of Town of Islip 617 Check List, an environmental review is required.

 X No, under Section II, Sub. _____ Number _____ Of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner / Department Head Sponsor:


Teresa Rizzuto, Commissioner

Date: 2-24-2012

March 6, 2012

Resolution authorizing the Supervisor to execute a concession agreement between the Town of Islip and New Dough Airport Services LLC for space at the Long Island MacArthur Airport

Whereas, the Town of Islip ("Town") owns, operates and maintains the Long Island MacArthur Airport ("Airport"); and

Whereas, the Airport includes a commercial passenger terminal that provides goods and services to users of the Airport; and

Whereas, the Town sought a user for a portion of the vacant, former Friday's Restaurant located within the passenger terminal to operate a coffee concession, and New Dough Airport Services LLC ("New Dough") submitted a proposal acceptable to the Department of Aviation and Transportation; and

Now, therefore, on a motion by Councilperson _____ seconded by _____
be it,

Resolved that the Supervisor is authorized to execute a concession agreement between the Town of Islip and New Dough Airport Services LLC, in a form acceptable to the Town Attorney's office, with the following basic terms:

- Premises Area: approximately 1,000 square feet;
- Term: 20 years;
- Fees: \$27.95 per square foot increased annually by the CPI, in addition to a concession fee based upon gross sales as follows: \$0-\$250,000 (1.5%), \$250,000-\$500,000 (2.0%), \$500,000-\$750,000, (2.25%), and \$750,000 and over (2.5%);
- Minimum capital investment of at least \$300 per square foot of leased space.

Upon a vote being taken, the result was

THIS RESOLUTION IS SUBJECT TO A PERMISSIVE REFERENDUM